

# **Six Monthly Environmental Compliance Report**

**For**

**Proposed Production of 14000 TPA, Area 14.33 ha  
(Kyanite, Sillimanite, Corundum, Pyrophyllite  
and Quartz) by Dighori Kyanite Mine**

**EC No- SEAC-2015/CR-106/TC-2 dated 16th January 2016**

**By:**

**M/s Dighori Kyanite Mine  
Village Dighori, Taluka Lakhandur  
District Bhandara (Maharashtra) Mobile:  
9422133685**

**Submitted by:**

**Open Arch Design & Enviro Solutions LLP**

Office No. 1104 & 1005, Real Tech Park, Sector 30 A,  
Near Vashi Railway Station, Vashi, Navi Mumbai - 400705

QCI/ NABET Accreditation No: NABET/EIA/24-27/RA 0356 issued on 11<sup>th</sup>  
November, 2024 Email: [openarchdesign@gmail.com](mailto:openarchdesign@gmail.com)



Data Sheet

1	Project type: River – Valley / Mining / Industry / Thermal / Nuclear / other (Specify)	Mining Project
2	Name of the project	Proposed Production of 14000 TPA, Area 14.33 ha (Kyanite, Sillimanite, Corundum, Pyrophyllite and Quartz) by Dighori Kyanite Mine
3	Clearance letter (s)/Om No. And Date	SEAC-2015/CR-106/TC-2 dated 16 <sup>th</sup> January 2016
4	Location: a) District (s) b) State (s) c) Location d) Latitude/Longitude	Bhandara Maharashtra Village Dighori, Taluka Lakhandur Latitude: 20 <sup>o</sup> 52'46" N Longitude: 79 <sup>o</sup> 54'43" E
5	Address for Correspondence a) Address of the Concerned Project Chief Engineer (With Pin Code and telephone /telephone/Fax number)	Mr Vinod Bhujade, Managing Partner Dighori Kyanite Mine Village Dighori, Taluka Lakhandur District Bhandara (Maharashtra) Mobile: 9422133685
6	Salient features a) Of the project	It's a small manual mining project for minerals Kyanite, Pyrophyllite, Corundum, Sillimanite Total Plot area: 14.33 Ha
	b) Of the Environment Management Plans	<b>1. Waste Water Management</b> Waste water generation would be through toilets which shall be sent to septic tank via soak pit. <b>2. Solid Waste Management</b> Solid waste generation would be in the form of top soil and overburden which shall be stacked along the lease

		<p>boundary. Top soil shall be used for tree plantation and overburden shall be used for back filling.</p> <p><b>3. Greenbelt Development</b></p> <p>Greenbelt will be developed along the boundary and also along the haul roads.500trees/ year plant species are proposed and will be planted.</p>
7	<p>Breakup of the project area;</p> <p>a) Submergence area forest and non- forest</p> <p>b) Other</p>	Not Applicable
8	<p>Breakup of the project affected population with enumeration of those losing house/dwelling units only Agricultural land only. Both dwelling units and Agricultural Land and landless labours / artisans: SC, ST/ Adivasi</p>	NA
9	<p>Financial details:</p> <p>a) Project cost as originally planned and subsequent revised estimates and the year of price reference:</p> <p>b) Allocation made for environmental Management plans with item wise and year wise break-up.:</p> <p>c) Benefit cost ratio/Internal rate of return and the year of assessment:</p> <p>d) Whether (c) includes the cost of Environment management as shown in the about</p> <p>e) Actual expenditure incurred</p>	<p>Total Project cost is Rs 1.50 Crores</p> <p>Cost of Environment Management</p> <p>Capital Cost : INR 12.0 Lakhs</p> <p>OM cost :INR 5.0 Lakhs</p> <p>Not Applicable</p> <p>Not Applicable</p> <p>Not Applicable</p>

	<p>on the Project so far</p> <p>f) Actual expenditure incurred on the environmental management plans so far</p>	Not Applicable
10	<p>Forest land required</p> <p>a) The status of approval for diversion of Forest land for non-forestry use</p> <p>b) The status of cleaning felling</p> <p>c) The status of compensatory afforestation, If any</p> <p>d) Comments on the viability and sustainability compensatory afforestation programme in the light of actual field experience</p>	Not Applicable
11	<p>The status of clear felling in non-forest areas (such as submergence area of reservoir, approach roads), if any with Quantitative information</p>	Not Applicable
12	<p>Status of construction</p> <p>a) Date of commencement (Actual and/ or planned)</p> <p>b) Date of completion (Actual and/ or planned)</p>	November 2019
13	<p>Dates of site visits</p> <p>a) The dates on which the project was monitoring by the Regional office on previous occasion, if any</p>	NA

14	Details of correspondence with project Authorities for project authorities for Obtaining act on plans / information on status of compliance to safeguards others that the routine letters for logistic support for site visits. (the contain the details of all the letters issued so far but the later reports may cover only the letter issued subsequently)	N/A
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### Six Monthly Compliance Status Report

Ref : SEAC-2015/CR-106/TC-2 dated 16<sup>th</sup> January 2016

For: Proposed Production of 14000 TPA, Area 14.33 hectare located in village Dighori, Taluka Lakhandur, District Bhandara for mining of minerals Kyanite, Pyrophyllite, Corundum, Sillimanite & Quartz M/s. Dighori Kyanite Mine

Sr. No.	Condition	Compliance Status
i)	PP to ensure that regular health check - up of villagers in the vicinity and submit regular report to MPCB/ Director of Mine safety If cases of breathing problems by local residents are noticed.	Complied. Regular health check - up of villagers in the vicinity is being carried out.
ii)	Existing pits on site must be filled up after mining extraction is over and the closer must be supervised by the District Mining Officer.	PP Has Consented to the Condition.
iii)	PP to ensure that transporting of Mine Limestone is done with covered truck.	Not Applicable as the project is not for limestone  Although Transportation of Kyanite, Pyrophyllite, Corundum, Sillimanite & Quartz materials is being done by covering the trucks/tractors with tarpaulin. Vehicles carrying the mineral are not over loaded.
iv)	Construct strong retaining wall along river side without any weep holes.	PP Has Consented to the Condition.
v)	Project Proponent should follow prevailing mines act and rules as well as other direction given by Director General of mines safety measures.	Noted
vi)	District Collector should ensure the compliance and commitment from project proponent during Public Hearing, Project	Noted

	proponent should submit compliance to Dist. Collector & MPCB.	
vii)	This Environmental Clearance is issued subject to obtaining NOC from Forestry & Wild Life angle including clearance from the standing committee of the National Board for Wild life as if applicable & this environment clearance does not necessarily implies that Forestry & Wild life clearance granted to the project which will be considered separately on merit.	Noted.  There is no wild life sanctuary or forest area within 10 km radius of the mine site.
viii)	This environmental clearance is issued subject to land use verification. Local authority/planning authority should ensure this with respect to Rules, regulations, Notifications, Government Resolutions, Circulars, etc. issued if any. Judgements/orders issued by Hon'ble High NGT. Hon'ble Supreme Court if applicable in this matter should be verified by the Competent Authority before issuing the lease.	PP has consented to Condition.
ix)	"Consent for operate" shall be obtained from Maharashtra Pollution Control Board under Air and Water Act and a copy shall be submitted to the Environment department before start of any activity at the site.	The consent to Operate dated 21 <sup>st</sup> August 2019 from MPCB has been obtained.
x)	No land development/construction work preliminary or otherwise relating to the project shall be taken up without obtaining due clearance from respective authorities.	PP has consented to Condition.  No land development/ construction work preliminary or otherwise relating to the project taken up without obtaining due clearance from respective authorities.

xi)	No additional land shall be used/ acquired for any activity of the project without obtaining proper permission.	PP has consented to Condition.  No additional land used/acquired for any activity of the project without obtaining proper permission.
xii)	For controlling fugitive natural dust, regular sprinkling of water & wind shields at appropriate distance in vulnerable areas of the plant shall be ensured.	Complied.  Water sprinkling is being carried out regularly.
xiii)	Regular monitoring of the air quality, including SPM & SO <sub>2</sub> levels both in work zone and ambient air shall be carried out in and around the power plant and records shall be maintained. The location monitoring shall be decided in consultation with Maharashtra Pollution Control Board (MPCB) & submit report according to MPCB.	Complied  Air quality Monitoring has been carried out as per location decided in consultation with MPCB Nagpur and submit the report accordingly.
xiv)	Necessary arrangement shall be made to adequate safety and ventilation arrangement in furnace area.	Complied.  Necessary arrangement has been made for safety and ventilation in furnace area.
xv)	Proper housekeeping programs shall be implemented.	Complied.  PP is implementing proper Housekeeping on regular basis.
xvi)	In the event of the failure of any pollution control system adopted by the unit, the unit shall be immediately put of operation and shall not be restarted until the desired efficiency has been achieve.	Noted.
xvii)	A stack of adequate height based on DG set capacity shall be provided for control and	Not Applicable.

	dispersion of pollutant from DG set. (If applicable)	
xviii)	A detailed scheme for rainwater harvesting shall be prepared and implemented to recharge ground water.	Complied. PP have prepared small RWH Structure for ground Water Recharge.
xix)	Arrangement shall be made that effluent and storm water does not get mixed.	Since this is small mining project there shall not be any generation of effluent. Domestic effluent generated from toilets shall be sent to septic tank via soak pits
xx)	Periodic monitoring of ground water shall be undertaken and results analysed to ascertain any change in the quality of water. Results shall be regularly submitted to the Maharashtra Pollution Control Board.	Yes, this will be complied
xxi)	Leq of Noise level shall be maintained as per standards. For people working in the high noise area, requisite protective equipment like earplugs etc. shall be provided.	Complied. Noise level is well within standards limit. Few places noise levels are high. Earplugs has been provided to those workers which are exposed in high noise level.
xxii)	The overall noise levels in the plant are shall be kept well within the standards by providing noise control measures including acoustic hoods, silencers, enclosures, etc. on all sources of noise generation. The ambient noise levels shall confirm to the standards prescribed under Environment (Protection) Act, 1986 rules, 1989.	Complied. Noise level is well within standards limit. Few places noise levels are high. Earplugs has been provided to those workers which are exposed in high noise level.

xxiii)	Green belt shall be developed and maintained around the plant periphery. Green Belt Development shall be carried out considering CPCB guidelines including selection of plant species and in consultation with the local DFO/ Agricultural Dept.	Complied.  Green belt is developed and maintained around the plant periphery out considering CPCB guidelines including selection of plant species
xxiv)	Adequate safety measures shall be provided to limit the risk zone within the plant boundary, in case of an accident. Leak detection devices shall also be installed at strategic places for early detection and warning	Complied.  PP has provided adequate safety measure to limit the risk zone within the plant boundary, in case of any accident. Leak detection devices has also been installed at strategic places for early detection and warning.
xxv)	Occupational health surveillance of the workers shall be done on regular basis and records maintained as per Factories Act	Complied  The Occupational health check-up of the workers is being carried out periodically to observe any contractions due to exposure to dust and to take corrective measures
xxvi)	The company shall make the arrangement for protection of possible fire hazards during manufacturing process in material building	Yes, this will be complied
xxvii)	The project authorities must strictly comply with the rules and regulations with regard to handling and disposal of hazardous wastes in accordance with the Hazardous Waste (handling and Management) Rules, 2003 (amended). Authorization from the MPCB shall be obtained for the collections / treatment / storage / disposal of hazardous waste.	Yes, this will be complied

xxviii)	Regular mock drills for the on-site emergency management plan shall be carried out. Implementations of changes / improvements required, if any, in the on-site management plan shall be ensured	Yes, this will be complied
xxix)	A separate environmental management cell with qualified staff shall be set up for implementation of stipulated environmental safeguards.	The environmental management cell with suitable qualified personnel has been set up under the control of a senior Executive, who is report regularly directly to the Head of the organization
xxx)	Separate funds shall be allocated for implementation of environmental protection measures / EMP along with item-wise breaks-up. These costs shall be included as part of the project cost. The funds earmarked for the environmental protection measures shall not be diverted for other purposes and year - wise expenditure should reported to the MPCB & this department	Noted.  The funds earmarked for Environmental protection work is kept separately
xxxii)	The project management shall advertise at least in two local newspaper widely circulated in the region around the project, one of which shall be in Marathi language of local concerned within seven days of issue of this letter, informing that the project has been accorded environmental clearance and copies of clearance letter are available with the Maharashtra Pollution Control Board and may also be seen at Website at <a href="http://ec.maharashtra.gov.in">http://ec.maharashtra.gov.in</a>	Noted.

xxxii)	Project management should submit half yearly compliance reports in respect of the stipulated prior environmental clearance terms and conditions in hard & soft copies to the MPCB & this department, on 1 <sup>st</sup> June & 1 <sup>st</sup> December of each calendar year	Noted and complied
xxxiii)	A copy of clearance letter shall be sent by proponent to the concerned Municipal Corporation and the local NGO, if any, from whom suggestions / representations, if any, were received while processing the proposal. The clearance letter shall also be put on the website of the Company by the proponent.	Noted
xxxiv)	The proponent shall upload the status of compliance of the stipulated EC conditions, including results of the monitored data on their website and shall update the same periodically. It shall simultaneously be sent to the Regional Office of MoEF, the respective Zonal Office of CPCB and the SPCB. The criteria pollutant levels namely; SPM, RSPM, SO <sub>2</sub> , NO <sub>x</sub> (ambient levels as well as stack emissions) or critical sectoral parameters, indicated for the project shall be monitored and displayed at a convenient location near the main gate of the company in the public domain.	Yes, this will be complied
xxxv)	The project proponent shall also submit six monthly reports on the status of compliance of the stipulated EC conditions including results of monitored data (both in hard copies as well as by email) to the respective Regional Office of MoEF, the respective Zonal Office of CPCB and the SPCB.	Noted

xxxvi)	The environmental statement for each financial year ending 31 <sup>st</sup> March in Form-V as is mandated to be submitted by the project proponent to the concerned State Pollution Control Board as prescribed under the Environment (Protection) Rules, 1986, as amended subsequently, shall also be put on the website of the company along with the status of compliance of EC conditions and shall also be sent to the respective Regional Offices of MoEF by email.	Complied.
xxxvii)	The environmental clearance is being issued without prejudice to the action initiated under EP Act or any court case pending in the court of law and it does not mean that project proponent has not violated any environmental laws in the past and whatever decision under EP Act or of the Hon'ble court will be binding on the project proponent. Hence this clearance does not give immunity to the project proponent in the case filed against him, if any or action initiated under EP Act.	Noted
xxxviii)	The Environment department reserves the right to revoke the clearance if the conditions stipulated are not implemented to the satisfaction of the) department or for that matter, for any other administrative reason.	Noted
xxxix)	Validity of Environmental Clearance: The environmental clearance accorded shall be valid for a period of 5 years.	Yes, Noted

xxxx)	In case of any deviation or alteration in the project proposed from those submitted to this department for clearance, a fresh reference should be made to the department to assess the adequacy of the condition(s) imposed and to incorporate additional environmental protection measures required, if any.	Noted
xxxxi)	The above stipulations would be enforced among others under the Water (Prevention and Control of Pollution) Act, 1974, the Air (Prevention and Control of Pollution), 1981, the Environment (Protection) Act, 1986 and the rules there under, Hazardous Wastes (Management and Handling) Rules, 1989 and its amendments, the public Liability Insurance Act, 1991 and its amendments,	Noted
xxxxii)	Any appeal against this environmental clearance shall lie with the National Green Tribunal (Western Zone bench, Pune), New Administrative Building, 1 <sup>st</sup> floor, D-Wing, Opposite Council Hall, Pune, if preferred, within 30 days as prescribed under section 16 of the National Green Tribunal Act, 2010.	Noted

STATE LEVEL ENVIRONMENT IMPACT ASSESSMENT AUTHORITY

SEAC-2015/CR-106/TC-2  
Environment department  
Room No. 217, 2<sup>nd</sup> floor,  
Mantralaya Annexe,  
Mumbai- 400 032.  
Dated: 16 January, 2016

To,  
M/s. Dighori kyanite Mine  
Village Dighori, Tehsil Lakhandur,  
Dist. Bhandara

**Subject:** Environment clearance for Proposed Production of 14000 TPA, Area -14.33 hectares is located at village Dighori, Tehsil Lakhandur, Dist. Bhandara by M/s. Dighori kyanite mine (Kyanite and Pyrophyllite Mine).

Sir,

This has reference to your communication on the above mentioned subject. The proposal was considered as per the EIA Notification - 2006, by the State Level Expert Appraisal Committee-I, Maharashtra in its 98<sup>th</sup> meeting and decided to recommend the project for prior environmental clearance to SEIAA. Information submitted by you has been considered by State Level Environment Impact Assessment Authority in its 87<sup>th</sup> meeting.

2. It is noted that the proposal is considered by SEAC-I under screening category 1(a) B1 as per EIA Notification 2006.

**Brief Information of the project submitted by Project Proponent is as:**

Name of the Project	Dighori Kyanite, Sillimanite, Corundum, Pyrophyllite & Quartz Mine At Khasra No.- 155 Village : Dighori Taluka : Lakhandur District : Bhandara State : Maharashtra Area (14.33 Ha)
New project/Expansion in existing project/Diversification in exiting	Application for environmental clearance submitted to SEAC on 2/10/2009.
If expansion/ Diversification, whether environmental clearance has been obtained for existing project	New Project

Name, address, email & contact number of Proponent	Lessee: P.M. Golchha Power of Attorney: Vinod Bhujade Address : 1 <sup>st</sup> Floor Akre complex, Satkar Nagar, Nagpur Road, Bhandara Ph No. : 9422133685 Email : vinodbhujade@yahoo.com						
Name of Consultant	POLLUTION & ECOLOGY CONTROL SERVICES						
Type of project: Activity serial Number as per MoEF Notification (amended)	1 (a) as per S.O.1533dt 14.09.06 The project is categorized as Category 'B'						
Total plot Area: Built up Area : Notified Industrial Area/Estate:	14.33 Ha						
TOR given by SEAC?	TOR granted during 31 <sup>st</sup> SEAC consideration dated 29 <sup>th</sup> July 2010.						
EIA Submitted?	EIA is submitted for Environmental Clearance.						
Estimated cost of the project :	Rs. 1.50 Crores						
Location details of the project :	1 Latitude - 20 <sup>o</sup> 52'46" N 2 Longitude -79 <sup>o</sup> 54'43.0" E 3 Elevation above Mean Sea Level (metres) – 340m 4 Nature of terrain (hilly, valley, plains, Coastal plains etc.) – Plain(Undulating) 5 Nature of Soil (sandy, clayey, sandy loam etc.) – The area is covered with thin mantle of lateritic soil with screen of quartzites.						
Water Conservation	The sedimentation tank will be provided. After adequate settling of solids the rain water which will be accumulated in the pit during monsoon will be used for plantation & dust suppression etc. Water supply- Total water required: 6.5 KLPD Source: - River/Groundwater/ Industrial Area (if groundwater, commitment letter to be obtained from Central/State Ground water authorities) <table border="1" data-bbox="619 1549 1273 1685"> <tr> <td colspan="2">Total Water Requirement: 6.5 KLPD</td> </tr> <tr> <td>(iv)</td> <td>Dust Suppression &amp; Green belt: 4.5 KLPD</td> </tr> <tr> <td>(v)</td> <td>Drinking: 2.0 KLPD</td> </tr> </table>	Total Water Requirement: 6.5 KLPD		(iv)	Dust Suppression & Green belt: 4.5 KLPD	(v)	Drinking: 2.0 KLPD
Total Water Requirement: 6.5 KLPD							
(iv)	Dust Suppression & Green belt: 4.5 KLPD						
(v)	Drinking: 2.0 KLPD						
Green Belt Development	Green belt area: 4.72 ha of the lease area is proposed for plantation at the end 20 years. Proposed nos. of trees with plant species—500 Trees/Year Species —						
Energy	Total Power Requirement (MW); Source of Power : Maharashtra State Electricity Distribution Co. Ltd.						

Environmental Management plan Budgetary Allocation	Capital cost of the project (as proposed to approved by the funding agency/financial Institutions (Rs. Lakhs)-1.50 Cr		
	Cost of environmental protection measures (Rs. Lakhs)-12 Lakhs		
	S. No.		Capital Cost
	1	Air Pollution Control	6.00
	2	Water Pollution Control	2.00
	3	Noise Pollution Control	
	4	Environment Monitoring and Management	
	5	Reclamation borrow/mined area	
	6	Occupational Health	2.00
	7	Green Belt	2.00
8	Solid waste management		
	Total	12.0	
			Recurring Cost per annum
			1.00
			0.50
			2.00
			1.00
			0.50
			5.0
Public Hearing details :	<p>A. Date of Advertisement: 29/05/2011</p> <p>B. Newspapers in which the advertisement appeared (With copies) -The Hitavada and Lokmat</p> <p>C. Date of Hearing: 30.06.2011.</p> <p>D. Panel Present :</p> <ul style="list-style-type: none"> <li>• Chairman- Additional District Magistrate, Bhandara</li> <li>• Member - Representative of MPCB, Nagpur -Regional Officer</li> <li>• Convener - I/c Sub-regional officer, Bhandara</li> </ul>		

Production profile (tonnes/year)

Name of Products, Byproducts and Intermediate Products	Existing	Proposed activity (new/modernization/expansion)	Total
Main Products		<ul style="list-style-type: none"> <li>• Production capacity of Kyanite , Sillimanite, Corundum and Pyrophyllite - 4,000 tonnes/year</li> <li>• Quartz - 9,000 tonnes/year</li> </ul>	<p>4,000 tonnes/year</p> <p>9,000 tonnes/year</p>

3. The proposal has been considered by SEIAA in its 87<sup>th</sup> meeting decided to accord environmental clearance to the said project under the provisions of Environment Impact Assessment Notification, 2006 subject to implementation of the following terms and conditions:


- (i) PP to ensure that regular health checkup of villagers in the vicinity and submit regular report to MPCB/Director of Mine Safety if cases of breathing problems by local residents are noticed.
- (ii) Existing pits on site must be filled up after mining extraction is over and the closer must be supervised by the District Mining Officer.
- (iii) PP to ensure that transporting of mine Limestone is done with covered truck.
- (iv) Construct strong retaining wall along river side without any weep holes.

- (v) Project proponent should follow prevailing mines act and rules as well as other directions given by Director General of mines safety measures.
- (vi) District collector should ensure the compliance and commitment from project proponent during Public Hearing. Project proponent should submit compliance to Dist. Collector & MPCB.
- (vii) This environmental clearance is issued subject to obtaining NOC from Forestry & Wild life angle including clearance from the standing committee of the National Board for Wild life as if applicable & this environment clearance does not necessarily implies that Forestry & Wild life clearance granted to the project which will be considered separately on merit.
- (viii) This environmental clearance is issued subject to land use verification. Local authority /planning authority should ensure this with respect to Rules, Regulations, Notifications, Government Resolutions, Circulars, etc. issued if any. Judgments/orders issued by Hon'ble High Court, Hon'ble NGT, Hon'ble Supreme Court if applicable in this matter should be verified by the Competent Authority before issuing the lease.
- (ix) "Consent for operate" shall be obtained from Maharashtra Pollution Control Board under Air and Water Act and a copy shall be submitted to the Environment department before start of any activity at the site
- (x) No land development / construction work preliminary or otherwise relating to the project shall be taken up without obtaining due clearance from respective authorities.
- (xi) No additional land shall be used /acquired for any activity of the project without obtaining proper permission.
- (xii) For controlling fugitive natural dust, regular sprinkling of water & wind shields at appropriate distances in vulnerable areas of the plant shall be ensured.
- (xiii) Regular monitoring of the air quality, including SPM & SO2 levels both in work zone and ambient air shall be carried out in and around the power plant and records shall be maintained. The location of monitoring stations and frequency of monitoring shall be decided in consultation with Maharashtra Pollution Control Board (MPCB) & submit report accordingly to MPCB.
- (xiv) Necessary arrangement shall be made to adequate safety and ventilation arrangement in furnace area.
- (xv) Proper Housekeeping programs shall be implemented.
- (xvi) In the event of the failure of any pollution control system adopted by the unit, the unit shall be immediately put out of operation and shall not be restarted until the desired efficiency has been achieve.
- (xvii) A stack of adequate height based on DG set capacity shall be provided for control and dispersion of pollutant from DG set.(If applicable).
- (xviii) A detailed scheme for rainwater harvesting shall be prepared and implemented to recharge ground water.
- (xix) Arrangement shall be made that effluent and storm water does not get mixed.
- (xx) Periodic monitoring of ground water shall be undertaken and results analyzed to ascertain any change in the quality of water. Results shall be regularly submitted to the Maharashtra Pollution Control Board.
- (xxi) Leq of Noise level shall be maintained as per standards. For people working in the high noise area, requisite personal protective equipment like earplugs etc. shall be provided.
- (xxii) The overall noise levels in and around the plant are shall be kept well within the standards by providing noise control measures including acoustic hoods, silencers, enclosures, etc. on all sources of noise generation. The ambient noise levels shall confirm to the standards prescribed under Environment (Protection) Act, 1986 Rules, 1989.

- (xxiii) Green belt shall be developed & maintained around the plant periphery. Green Belt Development shall be carried out considering CPCB guidelines including selection of plant species and in consultation with the local DFO/ Agriculture Dept.
- (xxiv) Adequate safety measures shall be provided to limit the risk zone within the plant boundary, in case of an accident. Leak detection devices shall also be installed at strategic places for early detection and warning.
- (xxv) Occupational health surveillance of the workers shall be done on a regular basis and record maintained as per Factories Act.
- (xxvi) The company shall make the arrangement for protection of possible fire hazards during manufacturing process in material handling.
- (xxvii) The project authorities must strictly comply with the rules and regulations with regard to handling and disposal of hazardous wastes in accordance with the Hazardous Waste (Management and Handling) Rules, 2003 (amended). Authorization from the MPCB shall be obtained for collections/treatment/storage/disposal of hazardous wastes.
- (xxviii) Regular mock drills for the on-site emergency management plan shall be carried out. Implementation of changes / improvements required, if any, in the on-site management plan shall be ensured.
- (xxix) A separate environment management cell with qualified staff shall be set up for implementation of the stipulated environmental safeguards.
- (xxx) Separate funds shall be allocated for implementation of environmental protection measures/EMP along with item-wise breaks-up. These cost shall be included as part of the project cost. The funds earmarked for the environment protection measures shall not be diverted for other purposes and year-wise expenditure should reported to the MPCB & this department.
- (xxxi) The project management shall advertise at least in two local newspapers widely circulated in the region around the project, one of which shall be in the marathi language of the local concerned within seven days of issue of this letter, informing that the project has been accorded environmental clearance and copies of clearance letter are available with the Maharashtra Pollution Control Board and may also be seen at Website at <http://ec.maharashtra.gov.in>
- (xxxii) Project management should submit half yearly compliance reports in respect of the stipulated prior environment clearance terms and conditions in hard & soft copies to the MPCB & this department, on 1<sup>st</sup> June & 1<sup>st</sup> December of each calendar year.
- (xxxiii) A copy of the clearance letter shall be sent by proponent to the concerned Municipal Corporation and the local NGO, if any, from whom suggestions/representations, if any, were received while processing the proposal. The clearance letter shall also be put on the website of the Company by the proponent.
- (xxxiv) The proponent shall upload the status of compliance of the stipulated EC conditions, including results of monitored data on their website and shall update the same periodically. It shall simultaneously be sent to the Regional Office of MoEF, the respective Zonal Office of CPCB and the SPCB. The criteria pollutant levels namely; SPM, RSPM, SO<sub>2</sub>, NO<sub>x</sub> (ambient levels as well as stack emissions) or critical sectoral parameters, indicated for the project shall be monitored and displayed at a convenient location near the main gate of the company in the public domain.
- (xxxv) The project proponent shall also submit six monthly reports on the status of compliance of the stipulated EC conditions including results of monitored data (both in hard copies as well as by e-mail) to the respective Regional Office of MoEF, the respective Zonal Office of CPCB and the SPCB.
- (xxxvi) The environmental statement for each financial year ending 31<sup>st</sup> March in Form-V as is mandated to be submitted by the project proponent to the concerned State Pollution Control Board as prescribed under the Environment (Protection) Rules, 1986, as amended subsequently, shall also be put on the website of the company along with the

status of compliance of EC conditions and shall also be sent to the respective Regional Offices of MoEF by e-mail.

3. The environmental clearance is being issued without prejudice to the action initiated under EP Act or any court case pending in the court of law and it does not mean that project proponent has not violated any environmental laws in the past and whatever decision under EP Act or of the Hon'ble court will be binding on the project proponent. Hence this clearance does not give immunity to the project proponent in the case filed against him, if any or action initiated under EP Act.
4. The Environment department reserves the right to revoke the clearance if conditions stipulated are not implemented to the satisfaction of the department or for that matter, for any other administrative reason.
5. **Validity of Environment Clearance:** The environmental clearance accorded shall be valid for a period of 5 years
6. In case of any deviation or alteration in the project proposed from those submitted to this department for clearance, a fresh reference should be made to the department to assess the adequacy of the condition(s) imposed and to incorporate additional environmental protection measures required, if any.
7. The above stipulations would be enforced among others under the Water (Prevention and Control of Pollution) Act, 1974, the Air (Prevention and Control of Pollution) Act, 1981, the Environment (Protection) Act, 1986 and rules there under, Hazardous Wastes (Management and Handling) Rules, 1989 and its amendments, the public Liability Insurance Act, 1991 and its amendments.
8. Any appeal against this environmental clearance shall lie with the National Green Tribunal (Western Zone Bench, Pune), New Administrative Building, 1<sup>st</sup> Floor, D-, Wing, Opposite Council Hall, Pune, if preferred, within 30 days as prescribed under Section 16 of the National Green Tribunal Act, 2010.

  
(Malini Shankar)  
Member Secretary, SEIAA

**Copy to:**

1. Shri. R. C. Joshi, IAS (Retd.), Chairman, SEIAA, Flat No. 26, Belvedere, Bhulabhai desai road, Breach candy, Mumbai- 400026.
2. Shri T. C. Benjamin, IAS (Retired), Chairman, SEAC-I, 602, PECAN, Marigold, Behind Gold Adlabs, Kalyani Nagar, Pune - 411014.
3. Additional Secretary, MoEF & CC, Indira Paryavaran Bhavan, Jorbagh Road, Aliganj, New Delhi-110003.
4. Member Secretary, Maharashtra Pollution Control Board, with request to display a copy of the clearance.

5. The CCF, Regional Office, Ministry of Environment and Forest (Regional Office, Western Region, Kendriya Paryavaran Bhavan, Link Road No- 3, E-5, Ravi-Shankar Nagar, Bhopal- 462 016). (MP).
6. Collector, Bhandara
7. DMO, Office of the Collector, Bhandara
8. Regional Office, MPCB, Nagpur
9. IA- Division, Monitoring Cell, MoEF & CC, Indira Paryavaran Bhavan, Jorbagh Road, Aliganj, New Delhi-110003.
10. Select file (TC-3)

(EC uploaded on 16/1/16 )

## ORDER

Trade, Commerce and Mining Department,  
Mantralaya, Mumbai - 400 032.

Dated the : 11/07/2022

No. MMN-1620/8020/Desk -4. In exercise of the powers conferred by sub-section (3) of section 10 of the Mines and Minerals (Development and Regulation) Act, 1957. The Government of Maharashtra is pleased to sanction to Shri. Pradeep Golchha, Gokul, behind Labour Court, Civil Lines, Nagpur - 440 001 the mining lease for a period of 30 (Thirty) years for Kaynite, Silliminite and Pyrolyllite minerals in respect of the following available area of Bhandara district on the terms and conditions mentioned below :-

<u>District</u>	<u>Tahisal</u>	<u>Village</u>	<u>Kh.No.</u>	<u>Area in Hect.</u>
Bhandara	Lakhandur	Dighori	155	14.33
<u>Total :</u>				<u>14.33</u>

A) Royalty at the following rates or the dead rent at the following rate per hectare per annum whichever is greater shall be charged.

### Royalty :

- Kyanite - Ten percent of sale price on ad valorem basis.  
Sillimanite - Two and half percent of sale price on ad valorem basis.  
Pyrophyllite - Twenty four rupees per tonne.

### Dead Rent :

- |  |   |            |           |
|--|---|------------|-----------|
| 1) 1st Year                              | - | Nil        |           |
| 2) 2nd to 5th Year                       | - | Rs. 60.00  | p.h./p.a. |
| 3) 6th to 10th Year                      | - | Rs. 120.00 | ---       |
| 4) 11th Year of the<br>Lease and onwards | - | Rs. 180.00 | ---       |


*[Handwritten Signature]*

Provided that the aforesaid rate of royalty payable at the rate for the time being specified in the second schedule to the Mines and Minerals (Development and Regulation) Act, 1957, shall be revised as and when revised by the Government of India and aforesaid rate of dead rent shall be revised from time to time as and when revised by the Government of India.

B) The lessee shall pay the following charges for the surface area used for mining operations.

- I) Surface rent equal to non-agricultural assessment.
  - II) Water rate at the rate not exceeding land revenue.
  - III) Cesses assessable on the land.
- C) If any 'Prescribed Substance' under Section 2 of the Atomic Energy Act of 1962 is found to occur in the property under the lease, the lessee shall take further action as required by the provisions of that Act.
  - D) The lease shall be subject to the provisions of the Mines and Minerals (Development and Regulation) Act, 1957 the Mineral Concession Rules, 1960 and the Mineral Conservation and Development Rules, 1958 as amended from time to time.
  - E) The lessee shall submit from time to time or when required progress report to the Director of Geology and Mining, Maharashtra State, Nagpur alongwith analysis and representatives samples of the ores collected during the mining operations.
  - F) The lessee shall employ a qualified Geologist or a mining Engineer after execution of the lease.
  - G) The lessee shall not be entitled, as a matter of right renewal of the lease.
  - H) The lessee should submit before execution of mining lease, the necessary clearance certificate from the competent authority wherever necessary under the relevant Acts/Rules, including the Forest (Conservation) Act, 1980 the Environment Protection Act, 1986 and Rules, 1986 etc.

By order and in the name of the Governor of Maharashtra.

  
( J. P. DANGE )  
Secretary to Government

APPROVED

GOVERNMENT OF MAHARASHTRA

No. MMN-1620/8020/Desk-4,  
Trade, Commerce and Mining Department,  
Mantralaya, Mumbai - 32.

Dated the : 11/8/2000

To,

Shri. Pradeep Golchha,  
Gokul, behind Labour Court,  
Civil Lines,  
Nagpur - 440 001.

Subject: Grant of Mining lease Kaynite, Silliminite and  
Pyrolyllite over an area of 14.33 Hectares in  
Village Dighori, Tahsil Lakhandur, District  
Bhandara.

Sir,

With reference to your application, dated the 15.2.1997 on the subject mentioned above, I am to enclose herewith Government order of even number, dated the 11/8/2000 for your information. You may now approach to the District mining Officer, Collectorate, Bhandara for execution of the lease. I am to add that you should also execute mining lease within a period of six months from the date of the enclosed Government order.

The mining lease should be executed in the model form of mining lease appended to the Mineral Concession Rules, 1960 with appropriate modifications, but without clause 3 in part VIII therein relating to renewal.

Yours faithfully,



( J. P. DANGE )

Secretary to Government.

*CV Celebrate*

Copy with the copy of the Government Order of even number, dated the  
11/8/24 forwarded to the :

- 1) The Director, Geology and Mining. Maharashtra State, Nagpur.
- 2) The Collector, Bhandara.
- 3) The District Mining Officer, Collectorate, Bhandara.
- 4) The Controller General, Indian Bureau of Mines, Nagpur.
- 5) The Finance Department.
- 6) The Chief Inspector of Mines, Dhanbad.
- 7) Select file (Desk- 4).

APPROVED

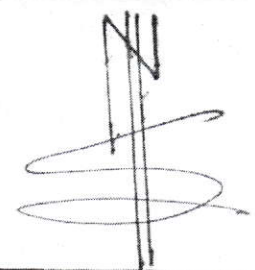
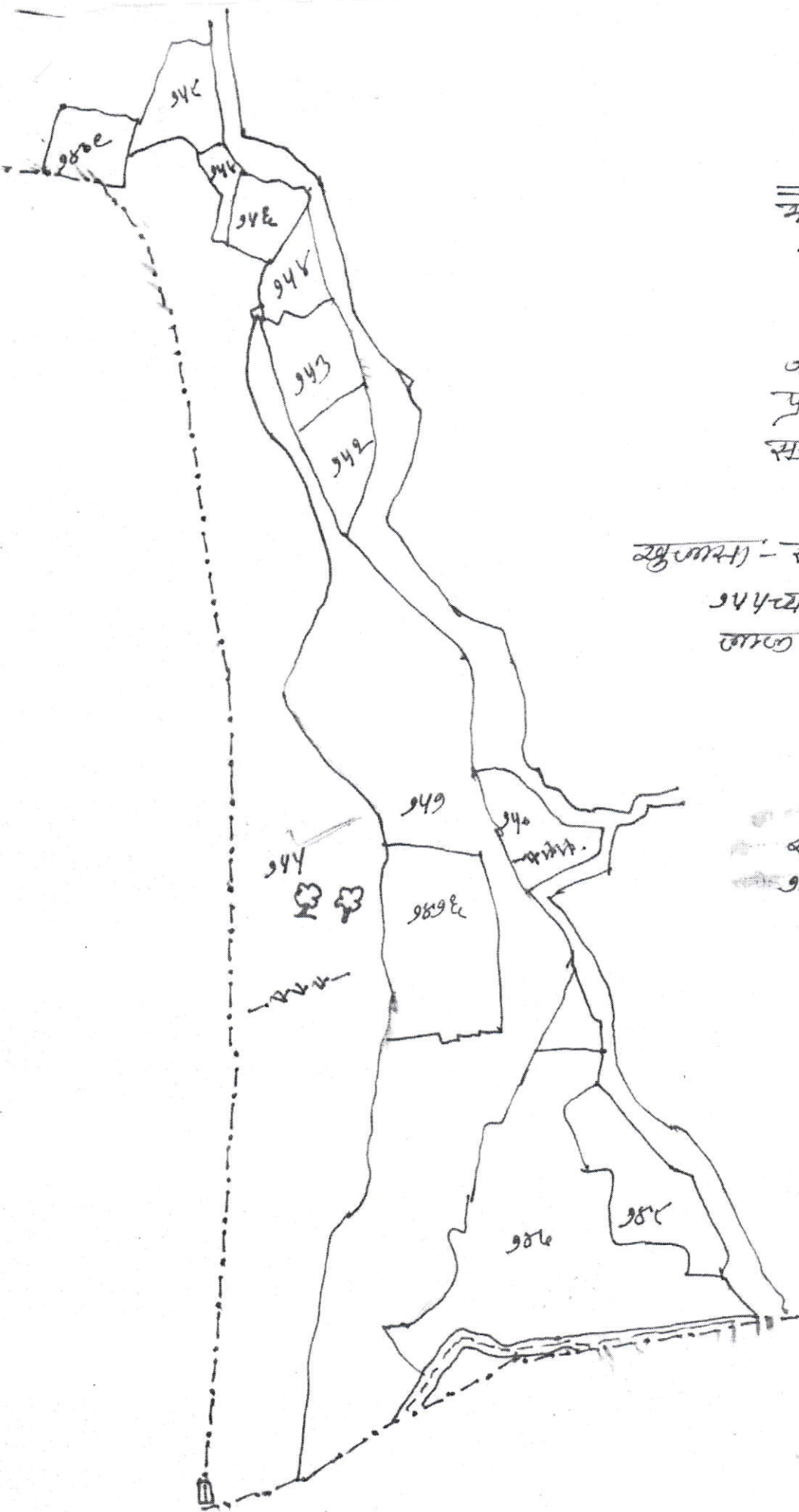
1. The District mining officer , Collectorate, Bhandara should ensure that as soon as the Mining Lease deed is executed information in the prescribed proforma, copy of which has been sent to all Collectors under Government endorsement No.MCR-1565/71503/MNG, dated the 24th March,1965 is furnished to the Controller General, Indian Bureau of Mines, Nagpur-1 as desired by him.

2. A copy of the Mining lease when executed should be sent by the District Mining Officer, Collectorate, Bhandara to the Indian Bureau of Mines, Nagpur and Chief Inspector of Mines, Dhanabad, as required by Rule 57 (1) of the Mineral Concession Rules,1960.

3. The District Mining Officer,Collectorate, Bhandara and the Director, Geology and Mining Nagpur should ensure that the Mining Lease executed in the model form of Mining Lease with appropriate modification but without clause 3 in part VIII therein relating to renewal.

4. The District Mining Officer, Collectorate, Bhandara and the Director, Geology and Mining, Maharashtra State, Nagpur should ensure before execution of mining lease the compliance of the amended provisions of the Mines and Mineral (Development and Regulation) Act,1957 and Mineral Concession Rules,1960 and other relevent Acts and Rules including the Forest (Conservation) Act,1980 and the Act and Rules enacted for environment purpose etc.

( J. P. Dange )  
Secretary to Government



मोजा - दिवादी (मादी)  
 . रं सा क र  
 सडल - वारळ  
 ली - चमखोड  
 जी - भेडासा  
 प्रमाण - १.५०००  
 सड - १९८५-८६

खुजसा - सड उधडागाट नं. १५  
 १५५ च्या मनुसंधान दिव मनु  
 जमल वाडुनी चमखोड मादी

प्रमाण सड  
 १९८५  
 चमखोड

गांव नमुना सात (अधिकार अभिलेख पत्रक)

गांव: दिघोरी (खोडी) नं. १०८ तालुका: लाखाडुर

भुमापन क्रमांक	भुमापन क्रमांकचा उपविभाग	भुधारणा	पध्दती	भोगवटदाराचे नांव	खाते क्रमांक
१५५		(५६१५) ० खालक		सखी	
शेतीचे स्थानिक गांव					
लागवडी योग्य क्षेत्र	हेक्टर	आर		कुळाचे नांव	खंड रु. पैसे
	एकुण				
पोटखराब (लागवडी योग्य क्षेत्र)		१४ = ३३			
वर्ग (अ)					
वर्ग (ब)	एकुण	१४ = ३३			
	रूपये	पैसे			
आकारणी					
जुडी किंवा विशेष आकारणी					

इतर अधिकार  
 खडक व ५६१५  
 मा. जिल्हाधिकारी भोग  
 योचे पत्र क्र. भास११४,  
 खगिज/हावी १५६७/  
 २००७ दि २१/१२००७  
 लक्ष्मणबाब लाखाडुर  
 योनी दिलेल्या दि २१/१२  
 या सावा पावनी कुसा  
 सिमा आणि भुमापन विवे  
 सखी गटणे  
 की जमिण प्रदीप जी लख  
 सिवील लाईग नागपुर  
 योग ३० वर्षी सुविम  
 विजय देवरागुभार

गांव नमुना बारा (पिकांची नोंदवही)

व्यं	पिकाखालील क्षेत्राचा तपशिल									लागवडीखाली उपलब्ध नसलेली जमिन		जल सिंचनाचे साधन	जमिन करणाऱ्यांचे नांव	शेरा	
	मिश्र पिकाखालील क्षेत्र						निर्भळ पिकाखालील क्षेत्र			स्वरूप	क्षेत्र				
	हंगाम	पिकाचे संकेत क्रमांक	जल सिंचित	अजल सिंचित	घटक पिके प्रत्येका खालील क्षेत्र			पिकाचे नांव	जल सिंचित						अजल सिंचित
१	२	४	५	६	७	८	९	१०	११	१२	१३	१४	१५	१६	
			हे. आ.	हे. आ.		हे. आ.	हे. आ.		हे. आ.			हे. आ.			
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													पाच रूपये		

२०१५  
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२०१६

दिघोरी

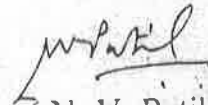
Industries, Energy and Labour Department,  
Mantralaya, Mumbai - 400 032.

Dated the : 20.5.2003.

## ORDER

No.MMN -1620/8020 /Ind-9 :- In exercise of the powers conferred by sub-section(3) of Section 10 of the Mines and Minerals (Regulation and Development) Act,1957 read with rule 27 (1) (b) of the Mineral Concession Rules, 1960, the Government of Maharashtra is pleased to include the mineral Quartzite as additional mineral, in the mining lease for mineral Kyanite, Silimanite, Pyrophyllite already granted to Shri Pradeep Golchha, vide Order No. MMN-1620/8020/Desk-4, dated 11.8.2000 in respect of Village Dihgori Tahsil Lakhandur, District Bhandara. The lessee should pay royalty at the rate for the being specified in the second schedule to the Mines and Minerals (Development and Regulation) Act-1957 and shall pay at the rate as and when revised by the Government of India.

By order and in the name of the Governor of Maharashtra.

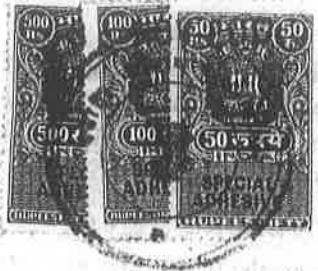
  
( N. V. Patil )  
Section Officer

To :  
✓ Shri Pradeep Golchha, Gokul, behind Labour Court, Civil Lines,  
Nagpur-400 001.

Copy to :-

The Director, Geology and Mining, Maharashtra State Nagpur.  
The Deputy Director, Geology and Mining, Nagpur.  
The Collector, Bhandara.  
The District Mining Officer Collectorate Bhandara.  
The Finance Department, Mantralaya, Mumbai.  
The Controller, Indian Bureau of Mines, Nagpur.  
The Chief Inspector of Mines, Dhanbad.  
Select file (Ind-9).

Mining lease granted by Vide  
 Govt. Order No. MMN 1620/8020/Desk 4  
 Trade, Commerce & Mining Department  
 Mantralaya, Mumbai - 32 dt. 11-8-2000



FORM K  
 MODEL FORM OF MINING LEASE  
 (See rule 31)

THIS INDENTURE made this 29th day of December 2000 .....  
 between the Governor of Maharashtra the President of India (hereinafter referred to as the  
 'State Government' which expression shall where the context so admits be deemed to include the  
 successors and assigns) of the one part and PRADEEP GOLCHHA  
Behind Labour Court, Civil Line, NAGPUR  
 ..... (Name of person with address and occupation) (hereinafter referred  
 to as "the lessee" which expression shall where the context so admits be  
 deemed to include his heirs, executors, administrators, representatives  
 and permitted assigns).

When the  
 lessee is an  
 individual.

When the  
 lessees are  
 more than  
 one individual

When the  
 lessee is  
 a registered  
 firm.

When the  
 lessee is a  
 registered

..... (Name of person with  
 address and occupation) and .....  
 (Name of person with address and occupation) (hereinafter referred to  
 as "the lessee" which expression shall where the context so admits be  
 deemed to include their respective heirs, executors, administrators,  
 representatives and their permitted assigns).

..... (Name of address of partner),  
 son of ..... of .....  
 son of ..... of .....  
 all carrying on business in partnership under the firm name and style of  
 ..... (name of the firm) registered under the  
 Indian Partnership Act, 1932 (9 of 1932) and having their registered office  
 at ..... in the town of (hereinafter  
 referred to as "the licensee" which expression where the context so admits  
 be deemed to include all the said partners their respective heirs executors,  
 legal representatives and permitted assigns).

..... (Name of company) a  
 company registered under ..... (Act under which incorporated)  
 and having its registered office at .....  
 (Address) (hereinafter referred to as "the lessee" which expression shall  
 where the context so admits be deemed to include its successors and  
 permitted assigns), of the other part.

WHEREAS THE lessee/lessees has/has applied to the State Government in accordance  
 with the Mineral Concession Rules, 1960 (hereinafter referred to as the said Rules) for a mining  
 lease for Kyanite, Sillimanite, Corundum, Pyrophyllite  
 in respect of the lands described in Part 1 of the Schedule hereunder written and has/have deposited  
 with the State Government the sum of Rs. 10,000/- as security and the sum of Rs.  
1,000/- for meeting the preliminary expenses for a mining lease [\*\*\*] (and WHEREAS the  
 Central Government has approved the grant of lease).

#

1. Omitted by G.S.R. 1985. Dated 15.10.1963.
2. In case of minerals included in the First Schedule of the Mines and Minerals (Regulation and Development) Act, 1957.

29/12

WITNESSETH that in consideration of the rents and royalties, covenants and agreements by and in these presents and the Schedule hereunder written reserved and contained and on the part of the lessee/lessees to be paid observed and performed, the State Government (with the approval of the Central Government) hereby grants and demises unto lessee/lessees.

# "Quartz" has been added as an additional mineral vide Govt. order No MMN-16'20/8020/JND-9 dtd 20.5.2003

All those the mines beds/veins seams of Kyanite, Sillimanite, Corundum, Pyrophyllite (here state the mineral or minerals) (hereinafter and in the Schedule referred to as the said minerals) situated lying and being in or under the lands which are referred to in Part I of the said Schedule, together with the liberties, powers and privileges to be exercised or enjoyed in connection herewith which are mentioned in part II of the said Schedule subject to the restrictions and conditions as to the exercise and enjoyment of such liberties, powers and privileges which are mentioned in Part III of the said Schedule EXCEPT and reserving out of this demise unto the State Government the liberties, powers and privileges mentioned in part IV of the said Schedule TOHOLD the premises hereby granted and demised unto the lessee/lessees from the ..... day ..... 19 ..... for the term of 30 years thence next ensuign YIELDING AND PAYING therefore unto the State Government the several rents and royalties mentioned in Part V of the said Schedule at the respective times therein specified subject to the provisions contained in Part VI of the said Schedule and the lessee/lessees hereby covenants/covenant with the State Government as in Part VII of the said Schedule is expressed and the State Government hereby covenants with the lessee/lessees as in part VIII of the said Schedule as expressed AND it is hereby mutually agreed between the parties hereto as in Part IX of the said Schedule is expressed.

*[Signature]*  
District mining officer  
Collectorate, Bhandara

IN WITNESS WHEREOF these presents have been executed in manner hereunder appearing the day and year first above written.  
The Schedule above referred to.

### PART I THE AREA OF THIS LEASE

#### Locastion and area of the lease :-

All that tract of lands situated at Dighori Kh. No. 155 Revenue land (Description of area or areas) 14.33 Hectors in (Pargana) in Lakhandur the Registration District of Bhandara Sub-District Bhandara and Thana Bhandara bearing Cadestral survey Nos. 155 containing an area of 14.33 Hectors or thereabouts delineated on the plan hereto annexed and thereon coloured Red and bounded as follows :-

On the North by  
On the South by  
On the East by  
and  
On the West by  
hereinafter referred to as "the said lands".

As shown in the enclosed plan  
Revenue Land Kh. No. 155, Manja Digho  
Lakhandur, Dist. Bhandara.  
Area 14.33 Hectors.

### PART II

Liberties, powers and privileges to be exercised and enjoyed by the lessee/lessees subject to the restrictions and conditions in Part III.

To enter upon land and search for, win, work, etc.  
I, Liberty and power at all times during the term hereby demised to enter upon the said lands and to search for mine, bore, dig, drill for, win, work, dress, process, convert, carry away and dispose of the said mineral/minerals.

1 In case of minerals included in the first schedule of the mines and minerals.

*To sink, drive and make pits, shafts and inclines etc.:-*

2. Liberty and power for or in connection with any of the purposes mentioned in this part to sink drive make maintain and use in the said lands and pits shafts inclines drifts levels waterways airways and other works (and to use maintain deepen or extent any existing works of the like nature in the said lands).

*To bring and use machinery equipment etc.:-*

3. Liberty and power for or in connection with any of the purposes mentioned in this part to erect, construct, maintain and use on or under the said lands any engines, machinery, plant, dressing floors, furnaces, coke ovens, brick-kilns, workshops, store-houses, bungalows, godowns, sheds and other buildings and other works and conveniences of the like nature on or under the said lands.

*To make roads and ways etc. and use existing roads and ways:-*

4. Liberty and power for or in connection with any of the purposes mentioned in this part to make any tramways, railways, roads, aircraft landing grounds and other ways in or over the said lands and to use maintain and go, and repass with or without horses, cattle, wagons, aircrafts, locomotives, or other vehicles over the same (or any existing tramways roads and other ways in or over the said lands) on such conditions as may be agreed to.

*To get building and road materials, etc.:-*

5. Liberty and power for or in connection with any of the purposes mentioned in this part to quarry and get stone gravel and other building and road materials and clay and to use and employ the same and to manufacture such clay into bricks or tiles and to use such bricks or tiles but to sell any such material bricks or tiles.

*To use water from streams etc.:-*

6. Liberty and power for or in connection with any of the purpose mentioned in this part but subject to the right of any existing or future lessees and with the written permission of Deputy Commissioner/Collector to appropriate and use water from any streams water-courses, springs or other sources in or upon the said lands and to divert step up or dam any such stream or water-course and collect or impound any such water and to make construct and maintain any water-course culverts, drains or reservoirs but not as so to deprive any cultivated lands, villages, buildings or watering places for livestock of a reasonable supply of water as before accustomed nor in any way to foul or pollute any stream or springs. Provided that the lessee/lessees shall not interfere with the navigation in any navigable stream nor shall divert such stream without the previous written permission of the State Government.

*To use land for stacking, heaping, depositing purposes:-*

7. Liberty and power to enter upon and use a sufficient part of the surface of the said lands for the purpose of stacking, heaping, storing or depositing therein any produce of the mines or works carried on and any tools, equipment, earth and materials and substances dug or raised under the liberties and powers mentioned in this part.

*Beneficiation and conveying away of production:-*

8. (a) Liberty and power to enter upon and use a sufficient part of the said lands to beneficiate any ore produced from the said lands and to carry away such beneficiated ore.

*To make coke (to be used in case of coal only):-*

(b) Liberty and power upon the said lands to convert into coke any coal or coal dust produced from the said lands and to carry away such coke.

*To clear brushwood and to fell and utilise trees, etc.:-*

9. Liberty and power for or in connection with any of the purposes mentioned in this part and subject to the existing rights of others and save as provided in clause 3 of Part III of this Schedule to clear undergrowth and brushwood and to fell and utilise any trees or timber standing or found on the said lands provided that the State Government may ask the lessee/lessees to pay for any trees or timber felled and utilised, by him/herself at the rates specified by the Deputy Commissioner/Collector or the State Government.

10/11/2011

10/11/2011

10/11/2011

## PART III

## Restrictions and Conditions as to the exercise of the Liberties, Powers and Privileges in Part-II.

*No building etc. upon certain places:-*

1. No building or thing shall be erected, set up or placed and no surface operations shall be carried on in or upon any public pleasure ground, burning or burial ground or place held sacred by any class of persons or any house or village site, public road or other place which the State Government may determine as public ground nor in such a manner as to injure or prejudicially effect any buildings works property or rights of other persons and no land shall be used for surface operations which is already occupied by persons other than the State Government for works or purposes not included in this lease. The lessee/lessees shall not also interfere with any right of way, well or tank.

*Permission for surface operations in a land not already in use:-*

2. Before using for surface operations any land which has not already been used for such operations, the lessee/lessees shall give to Deputy Commissioner/Collector of the District two calendar months previous notice in writing specifying the name or other description of the situation and the extent of the land proposed to be so used and the purpose for which the same is required and the said land shall not be so used if objection is issued by the Deputy Commissioner/Collector within two months after the receipt by him of such notice unless the objections so stated shall on reference to the State Government be annulled or waived.

*To cut trees in unreserved lands:-*

3. The lessee/lessees shall not without the express sanction of the Deputy Commissioner/Collector cut down or injure any timber or trees on the said lands but may without such sanction clear away any brushwood or undergrowth which interferes with any operations authorised by these presents. The Deputy Commissioner/Collector or the State Government may require the lessee/lessees to pay for any trees or timber felled and utilised by him/them at the rates specified by the Deputy Commissioner/Collector of the District.

*To enter upon reserved forests:-*

4. Notwithstanding anything in this Schedule contained the lessee/lessees shall not enter upon any reserved forest included in the said lands without previous sanction in writing of the District Forest Officer nor fell, cut and use any timber or trees without obtaining the sanction in writing of that Officer nor otherwise than in accordance with such conditions as the State Government may prescribe.

*No mining operations within 50 metres of public works etc.:-*

5. The lessee/lessees shall not work or carry on or allow to be worked or carried on any mining operations at or to any point within a distance of 50 metres from any railway line except with the previous written permission of the Railway Administration concerned [or under or beneath any ropeway or any ropeway trestle or station, except under and in accordance with the written permission of the authority owning the ropeway] or from any reservoir, canal or other public works such as public roads and buildings or inhabited site except with the previous written permission of the Deputy Commissioner/Collector or any other officer authorised by the State Government in this behalf and otherwise than in accordance with such instructions, restrictions and conditions either general or special which may be attached to such permission. The said distance of 50 metres shall be measured in the case of railway, reservoir or canal horizontally from the outer toe of the bank or the outer edge of the cutting as the case may be and in case of a building horizontally from the plinth thereof. In the case of village roads no working shall be carried on within a distance of 10 metres of the outer edge of the cutting except with the previous permission of the Deputy Commissioner/Collector or any other officer duly authorised by the State Government in this behalf and otherwise than in accordance with such directions, restrictions and additions, either general or special, which may be attached to such permission.

W.  
LESSEE

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RESON

**Explanation :-** For the purposes of this clause the expression 'Railway Administration' shall have the same meaning as it is defined to have in the Indian Railways Act, 1890, by clause (6) of section 3 of that Act. 'Public Road' shall mean a road which has been constructed by artificially surfaced as distinct from a track resulting from repeated use. Village road will include any track shown in the Revenue record as village road.

*Facilities for adjoining Government licences and leases:-*

6. The lessee/lessees shall allow existing and future holders of Government licences or leases over any land which is comprised in or adjoins or is reached by the land held by the lessee/lessees reasonable facilities of access thereto:

PROVIDED THAT no substantial hindrance or interference shall be caused by such holders of licences or leases to the operations of the lessee/lessees under these presents and fair compensation (as may be mutually agreed upon or in the event of disagreement as may be decided by the State Government) shall be made to the lessee/lessees for loss or damage sustained by the lessee/lessees by reason of the exercise of this liberty.

**PART IV**

**Liberties, Powers and Privileges reserved to the State Government**

*To work other minerals:-*

1. Liberty and power for the State Government, or to any lessee or persons authorised by it in that behalf to enter into and upon the said lands and to search for, win, work, dig, get, raise, dress, process, convert and carry away minerals other than the said minerals and any other substances and for those purposes to sink, drive, make, erect, construct, maintain and use such pits, shafts, inclines, drifts, levels and other lines, waterways, airways, water courses, drains, reservoirs, engines, machinery, plant, buildings, canals, tramways, railways, roadways and other works and conveniences as may be deemed necessary or convenient.

PROVIDED THAT in the exercise of such liberty and power no substantial hindrance or interference shall be caused to or with the liberties, powers and privileges of the lessee/lessees under these presents and that fair compensation (as may be mutually agreed upon or in the event of disagreement as may be decided by the State Government) shall be made to the lessee/lessees for all loss or damage sustained by the lessee/lessees by reason or in consequence of the exercise of such liberty and power.

*To make railways and roads:-*

2. Liberty and power for the State Government or any lessee or person authorised by it in that behalf to enter into and upon the said lands and to make upon over or through the same any railways, tramways, roadways or pipelines for any purpose other than those mentioned in Part II of these presents and to get from the said lands stones, gravel, earth and other materials for making, maintaining and repairing such railways, tramways and roads or any existing railways and roads and to and repass at all times with or without horses, cattle or other animals, carts, wagons, carriages, locomotives or other vehicles over or along any such railways, tramways, road lines and other ways for all purposes and as occasion may require, provided that in the exercise of such liberty and power by such other lessee or person no substantial hindrance or interference shall be caused to or with the liberties, powers and privileges of the lessee/lessees under these presents and that fair compensation as may be mutually agreed upon or in the event of disagreement as may be decided by the State Government shall be made to the lessee/lessees for all loss or damage substantial hindrance or interference shall be caused to or with the exercise by such lessee or person of such liberty and power.

**PART V**

**Rents and royalties reserved by this lease.**

<sup>1</sup>[To pay dead rent or royalty whichever is higher:-

1. The lessee shall pay, for every year except the first year of the lease, dead rent as specified in clause 2 of this Part:

1. Substituted by G.S.R. 1010, dated 31.8.1973.

  
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Provided that, where the holder of such mining lease becomes liable under section 9 of the Act, to pay royalty for any mineral removed or consumed by him or by his agent, manager, employee, contractor or sub-lessee from the leased area, he shall be liable to pay either such royalty or the dead rent in respect of that area, whichever is higher.

*Rate and mode of payment of dead rent:-*

2. Subject to the provisions of clause 1 of this Part, during the subsistence of the lease, the lessee/lessees shall pay to the State Government annual dead rent for the lands demised and described in Part I of this Schedule at the rate of the time being specified in the Third Schedule to the Act, in such manner as may be specified in this behalf by the State Government. *Subject to the revision of rates from time to time by the Govt.*

*Rate and mode of payment of royalty:-*

3. Subject to the provision of clause 1 of this Part, the lessee/lessees shall during the subsistence of this lease pay to the State Government at such times and in such manner as the State Government may prescribe royalty in respect of any mineral/minerals removed by him/them from the leased area at the rate for the time being specified in the Second Schedule to the Mines and Minerals (Regulation and Development) Act, 1957. *Subject to the revision of rates from time to time by the Govt.*

*Payment of surface rent, and water rate:-*

4. The lessee/lessees shall pay rent and water rate to the State Government in respect of all parts of the surface of the said lands which shall from time to time be occupied or used by the lessee/lessees under the authority of these presents at the rate of ~~Rs. 100/-~~ *Rs. 100/-* and Rs. . . . . respectively per annum per hectare of the area so occupied or used and so in proportion for any area less than a hectare during the period from the commencement of such occupation or used until the area shall cease to be so occupied or used and shall as far as possible restore the surface land so used to its original condition. Surface rent and water rate shall be paid as hereinbefore detailed in clause 2: PROVIDED THAT NO such rent/water rate shall be payable in respect of the occupation and use of the area comprised in any roads or ways to which the public have full right of access.

## PART VI

### Provisions relating to the rents and royalties

*Rent and royalties to be free from deduction etc.:-*

1. The rent, water rate and royalties mentioned in Part V of this Schedule shall be paid free from any deductions to the State Government at . . . *Phadara* . . . and such manner as the State Government may prescribe PROVIDED ALWAYS and it is hereby agreed that Rs. . . . . the balance standing to the credit of the lessee/lessees on account of the deposit made by him/them as a licensee/licenseses over an area which included the said lands shall be retained and accepted by the State Government in satisfaction of the rents and royalties mentioned in Part V until they reach that amount.

*Mode of computation of royalty:-*

2. For the purposes of computing the said royalties the lessee/lessees shall keep a correct account of the mineral/minerals produced and despatched. The accounts as well as the weight of the mineral/minerals in stock or in the process of export may be checked by an officer authorised by the Central or State Government.

Here specify the mode of arriving at sale price/prices at pits mouth of mineral/minerals.

*Course of action if rents and royalties are not paid in time.*

3. Should any rent, royalty or other sums due to the State Government under the terms and conditions of these presents be not paid by the lessee/lessees within the prescribed time, <sup>1</sup> [the same, <sup>2</sup> [together with simple interest due thereon at the rate of <sup>3</sup> [twenty four per cent] per annum] may be recovered] on a certificate of such officer as may be specified by the State Government by general or special order, in the same manner as an arrear of land revenue.

1. Substituted by G.S.R. 509, dated 15.5.1974.

2. Substituted by G.S.R. 1164, dated 22.7.1976.

3. Substituted by G.O.I. Ext., Part II, Sect. 3, Sub-sect.(i), dated 11.3.1991.

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PART V I

The Covenants of the Lessee/Lesseees

*Lessee to pay rents and royalties, taxes, etc.:-*

1. The lessee/~~lesseees~~ shall pay the rent, water rate and royalties reserved by this lease at such times and in the manner provided in PARTS V and VI of these presents and shall also pay and discharge all taxes, rates, assessments and impositions whatsoever being in the nature of public demands which shall from time to time be charged, assessed or imposed by the authority of the Central and State Governments upon or in respect of the premises and works of the lessee/~~lesseees~~ in common with other premises and works of a like nature except demands for land revenues.

*To maintain and keep boundary marks in good order:-*

2. The lessee/~~lesseees~~ shall at his/~~their~~ own expense erect and at all times maintain and keep in repair boundary marks and pillars according to the demarcation to be shown in the plan annexed to this lease. Such marks and pillars shall be sufficiently clear of the shrubs and other obstructions as to allow easy identification.

*To commence operations within a year and work in a workman-like manner:-*

3. <sup>1</sup>[Omitted] The lessee/~~lesseees~~ shall commence operation within one year from the date of execution of the lease and shall thereafter at all times during the continuance of his lease search for, win, work and develop, the said minerals without voluntary intermission in a skilful and workman-like manner and as prescribed under clause 12 hereinafter without doing or permitting to be done any unnecessary or avoidable damage to the surface of the said lands or the crops buildings structures or other property thereon. For the purposes of this clause operations shall include the erection of machinery, laying of a tramway or construction of a road in connection with the mine.

*To indemnify Government against all claims:-*

4. The lessee/~~lesseees~~ shall make and pay such reasonable satisfaction and compensation as may be assessed by lawful authority in accordance with the law in force on the subject for all damage, injury or disturbance which may be done by him/~~them~~ in exercise of the powers granted by this lease and shall indemnify and keep indemnified fully and completely the State Government against all claims which may be made by any person or persons in respect of any such damage, injury or disturbance and all costs and expenses in connection therewith.

*To secure and keep in good condition pits, shafts, etc.:-*

5. The lessee/~~lesseees~~ shall during the subsistence of this lease well and sufficiently secure and keep open with timber or other durable means all pits, shafts and workings that may be made or used in the said lands and make and maintain sufficient fences to the satisfaction of the State Government round every such pit, shaft or working whether the same is abandoned or not and shall during the same period keep all workings in the said lands except such as may be abandoned accessible free from water and foul air as far as possible.

*To strengthen and support the mine to necessary extent:-*

6. The lessee/~~lesseees~~ shall strengthen and support to the satisfaction of the Railway Administration concerned or the State Government, as the case may be any part of the mine which in its opinion requires such strengthening or support for the safety of any railway, reservoir, canal, road and any other public works or structures.

*To allow inspection of workings:-*

7. The lessee/~~lesseees~~ shall allow any officer authorised by the Central Government or the State Government in that behalf to enter upon the premises including any building, excavation or land comprised in the lease for the purpose of inspecting, examining, surveying, <sup>2</sup>[prospecting] and making plans thereof sampling and collecting any data and the lessee/~~lesseees~~ shall with proper person employed by the lessee/~~lesseees~~ and acquainted with the mines and work effectually assist such officer, agents, servants and workmen in conducting every such inspection and shall afford them all facilities, information connected with the working of the mines which they may reasonably require and also

1. Omitted by G.S.R. 449(E), dated 13.4.1988.

2. Inserted by G.S.R. 1133, dated 7.9.1961.

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shall and will conform to and observe all orders and regulations which the Central and State Governments as the result of such inspection or otherwise may, from time to time, see fit to impose.

*To report accident:-*

8. The lessee/~~lessees~~ shall without delay send to the Deputy Commissioner/Collector a report of any accident causing death or serious bodily injury or serious injury to property or seriously affecting or endangering life or property which may occur in the course of the operations under this lease.

*To report discovery of other minerals:-*

9. The lessee/~~lessees~~ shall report to the State Government the discovery in the leased area of any mineral not specified in the lease within sixty days of such discovery along with full particulars of the nature and position of each such find. If any mineral not specified in the lease is discovered in the leased area, the lessee/~~lessees~~ shall not win and dispose of such mineral unless such mineral is included in the lease or a separate lease is obtained therefor.

*To keep records and accounts regarding production and employees etc.:-*

10. The lessee/~~lessees~~ shall at all time during the said term keep or cause to be kept at an office to be situated upon or near the said lands correct and intelligible books of accounts which shall contain accurate entries showing from time to time:-

- (1) Quantity and quality of the said mineral/minerals realised from the said lands.
- (2) Quantity of the various qualities of ores beneficiated or converted (for example coal converted into coke).
- (3) Quantities of the various qualities of the said mineral/minerals sold and exported separately.
- (4) Quantities of the various qualities of the said mineral/minerals otherwise disposed of and the manner and purpose of such disposal.
- (5) The prices and all other particulars of all sales of said mineral/minerals.
- (6) The number of persons employed in the mines or works or upon the said lands specifying nationality, qualifications and pay of the technical personnel.
- (7) Such other facts, particulars and circumstances as the Central or the State Governments may from time to time require and shall also furnish free of charge to such officers and at such times as the Central and State Governments may appoint true and correct abstract of all or any such books of accounts and such information and returns to all or any of the matters aforesaid as the State Government may prescribe and shall at all reasonable times allow such officers as the Central Government or State Government shall in that behalf appoint to enter into and have free access to the said officers for the purpose of examining and inspecting the said books of accounts, plans and records and to make copies thereof and make extracts therefrom.

*To maintain plans, etc.:-*

11. The lessee/~~lessees~~ shall at all times during the said term maintain at the mine office correct intelligible up-to-date and complete plans and sections of the mines in the said lands. They shall show all the operations, and workings and all the trenches, pits and drillings made by him/~~them~~ in the course of operations carried on by him/~~them~~ under the lease, faults and other disturbances encountered and geological data and all such plans and sections shall be amended and filled up by and from actual surveys to be made for that purpose at the end of twelve months or any period specified from time to time and the lessee/~~lessees~~ shall furnish free of charge to the Central and State Governments true and correct copies of such plans and sections whenever required. Accurate records of all trenches, pits and drillings shall show:-

- (a) The subsoil and strata through which they pass.
- (b) Any mineral encountered.
- (c) Any other matter of interest and all data required by the Central and State Governments, from time to time.

The lessee/~~lessees~~ shall allow any officer of the Central or the State Government, authorised in this behalf by the Central Government, to inspect the same at all reasonable times. He/~~they~~ shall also supply when asked for by the State Government/the Coal Controller the <sup>1</sup>[Director-General, Geological Survey of India]<sup>2</sup>[the Controller General, Indian Bureau of Mines], a composite plan of the area showing thickness, dip, inclination, etc. of all the seams as also the quantity of reserves quality-wise.

<sup>3</sup>[11A. The lessee shall pay a wage not less than the minimum wage prescribed by the Central or State Government from time to time;

11B. The lessee shall comply with provisions of the <sup>4</sup>[Mines Act, 1952 and the rules made thereunder]

11C. The lessee shall take measures for the protection of environment like planting of trees, reclamation of land, use of pollution control devices; and such other measures as may be prescribed by the Central or State Government, from time to time, at his own expense.

11D. The lessee shall pay compensation to the occupier of the land on the date and in the manner laid down in these rules.]

<sup>5</sup>[11E. The lessee shall, in the matter of employment, give preference to the tribals and to the persons who become displaced-because of the taking up of mining operations.]

*Act 67 of 1957:-*

12. The lessee/~~lessees~~ shall be bound by such rules as may be issued from time to time by the Government of India under section 18 of the Mines and Minerals (Regulation and Development) Act, 1957 (Act 67 of 1957) and shall not carry on mining or other operations under the said lease in any way other than as prescribed under these rules.

*To provide weighing machine:-*

13. Unless specifically exempted by the State Government the lessee/~~lessees~~ shall provide and at all times keep at or near the pit head or each of the pit heads at which the said minerals shall be brought to bank a properly constructed and efficient weighing machine and shall weigh or cause to be weighed thereon all the said minerals, from time to time, brought to bank, sold, exported and converted and also the converted products and shall at the close of each day cause the total weights, ascertained by such means of the said minerals, ores products raised, sold, exported and converted during the previous twenty-four hours to be entered in the aforesaid books of accounts. The lessee/~~lessees~~ shall permit the State Government at all times during the said term to employ any person or persons to be present at the weighing of the said minerals as aforesaid and to keep accounts thereof and to check the accounts kept by the lessee/~~lessees~~. The lessee/~~lessees~~ shall give 30 days previous notice in writing to the ~~Deputy Commissioner/Collector~~ of every such measuring or weighing in order that he or some officer on his behalf may be present thereat.

*To allow test of weighing machine:-*

14. The lessee/~~lessees~~ shall allow any person or persons appointed in that behalf by the State Government at any time or times during the said term to examine and test every weighing machine to be provided and kept as aforesaid and the weights used therewith in order to ascertain whether the same respectively are correct and in good repair and order and if upon any such examination or testing any such weighing machine or weights shall be found incorrect or out of repair or order the State Government may require that the same be adjusted, repaired and put in order by and at the expense of the lessee/~~lessees~~ and if such requisition be not complied with within fourteen days after the same shall have been made, the State Government may cause such weighing machine or weights to be adjusted, repaired, and put in order and the expense of so doing shall be paid by the lessee/~~lessees~~ to the State Government on demand and if upon any such examination or testing as aforesaid any error shall be discovered in any weighing machine or weights to the prejudice of the State Government such error shall be regarded as having existed for three calendar months previous to the discovery

1. Substituted by G.S.R. 369, dated 4.3.1967.
2. Substituted by G.S.R. 298, dated 28.2.1984.
3. Inserted by G.S.R. 86(E), dated 10.2.1987 (for 11A, 11B, 11C & 11D).
4. Substituted by G.O.I. Ext., Part II, Sect. 3, Sub-Sect.(i), dated 11.3.1991.
5. Inserted by G.S.R. 449(E), dated 13.4.1988.

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thereof or from the last occasion of so examining and testing the same weighing machine and weights in case such occasion shall be within such period of three months and the said rent and royalty shall be paid and accounted for accordingly.

*To pay compensation for injury of third parties:-*

15. The lessee/lessees shall make and pay reasonable satisfaction and compensation for all damage, injury or disturbance or person or property which may be done by or on the part of lessee/lessees in exercise of the liberties and power granted by these presents and shall at all times save harmless and keep indemnified the State Government from and against all suits, claims and demands which may be brought or made by any person or persons in respect of any such damage, injury or disturbance.

*Not to obstruct working of other minerals:-*

16. The lessee/lessees will exercise the liberties and powers hereby granted in such a manner as to offer no unnecessary or reasonably avoidable obstruction or interruption to the development and working within the said lands of any minerals not included in this lease and shall at all times afford to the Central and State Government and to the holders of prospecting licences or mining leases in respect of any such minerals or any minerals within any land adjacent to the said lands as the case may be reasonable means of access and safe and convenient passage upon and across the said lands to such minerals for the purpose of getting working, developing and carrying away the same provided that the lessee/lessees shall receive reasonable compensation for any damage or injury which he/~~they~~ may sustain by reason or in consequence of the use of such passage by such lessees or holders of prospecting licences.

*Transfer of lease:-*

17. (1) The lessee/lessees shall not, without the previous consent in writing of the State Government, <sup>1</sup>[Omitted]

- (a) assign, sublet, mortgage, or in any other manner, transfer the mining lease, or any right, title or interest therein, or
- (b) enter into or make any arrangement, contract or understanding whereby the lessee/lessees will or may be directly or indirectly financed to a substantial extent by, or under which the lessee's operations or undertakings will or may be substantially controlled by, any person or body of persons other than the lessee/lessees:

<sup>2</sup>[Provided that the State Government shall not give its written consent unless-

- (a) the lessee has furnished an affidavit along with his application for transfer of the mining lease specifying therein the amount that he has already taken or proposes to take as consideration from the transferee;
- (b) the transfer of the mining lease is to be made to a person or body directly undertaking mining operations.]

(2) Without prejudice to the above provisions, the lessee/lessees may, subject to the conditions specified in the proviso to Rule 35 of said Rules, transfer this lease or any right, title or interest therein, to a person <sup>3</sup>[who has filed an affidavit stating that he has filed up-to-date income tax returns, paid income tax assessed on him and paid the income tax on the basis of self assessment as provided in the Income Tax Act, 1961 (43 of 1961), on payment of five hundred rupees] to the State Government:

Provided that the lessee/lessees shall make available to the transferee the original or certified copies of all plans of abandoned workings in the area and in a belt 65 metres wide surrounding it.

<sup>4</sup>[Provided further that where the mortgagee is an Institution or a Bank or a Corporation specified in Schedule V, it shall not be necessary for any such Institution or Bank or Corporation to <sup>5</sup>[meet with the requirement relating to income tax] and the said valid clearance certificate.]

(3) The State Government, may, by order in writing, determine the lease at any time if the lessee/lessees has/~~have~~ in the opinion of the State Government, committed a breach of any of the above provisions or has/~~have~~ transferred the lease or any right, title or interest therein otherwise than in accordance with clause (2):

1. Omitted by G.S.R. 704, dated 30.3.1968.
2. Inserted by G.S.R. 704, dated 30.3.1968.
3. Substituted by G.S.R. 449(E), dated 13.4.1988.
4. Inserted by G.S.R. 1011, dated 31.8.1973.
5. Substituted by G.S.R. 1333, dated 28.11.1974.

Provided that no such order shall be made without giving the lessee/lessees a reasonable opportunity of stating his/their case.

*Not to be financed or controlled by a Trust, Corporation, Firm or person:-*

18. The lease shall not be controlled and the lessee/lessees shall not allow themselves to be controlled by any Trust, Syndicate, Corporation, Firm or person except with the written consent of the Central Government. The lessee/lessees shall not enter into or make any arrangement compact or understanding whereby the lessee/lessees will or may be directly or indirectly financed by or under which the lessee's/lessees' operations or undertakings will or may be carried on directly or indirectly by or for the benefit of or subject to the control of any Trust, Syndicate, Corporation, Firm or person unless with the written sanction given prior to such arrangement compact or understanding being entered into or made of the Central Government and any or every such arrangement compact or understanding as aforesaid (entered into or made with such sanction as aforesaid) shall only be entered into or made and shall always be subject to an express condition binding upon the other party or parties thereto that on the occasion of a state of emergency of which the President of India in his discretion shall be the sole judge it shall be terminable if so required in writing by the State Government and shall in the event of any such requisition being made be forthwith thereafter determined by the lessee/lessees accordingly.

*Lessee shall deposit any additional amount necessary:-*

19. Whenever the security deposit of <sup>10,000/-</sup> [Rs. 2,000/1,000] or any part thereof or any further sum hereafter deposited with the State Government in replenishment thereof shall be forfeited or applied by the Central or State Government pursuant to the power in hereinafter declared in that behalf the lessee/lessees shall deposit with the State Government such further sum as may be sufficient with the unappropriated part thereof to bring the amount in deposit with the State Government up to the sum of Rs. 1,000/500.

*Delivery of workings in good order to State Governments after determination of lease:-*

20. The lessee/lessees shall at the expiration or sooner determination of the said term or any renewal thereof deliver up to the State Government all mines, pits, shafts, inclines, drifts, levels, water ways, airways and other works now existing or hereafter to be sunk or made on or under the said lands except such as have been abandoned with the sanction of the State Government and in any ordinary and fair course of working all engines, machinery, plant, buildings, structures, other works and conveniences which at the commencement of the said term were upon or under the said lands and all such machinery set up by the lessee/lessees below ground which cannot be removed without causing injury to the mines or works under the said lands (except such of the same as may with the sanction of the State Government have become disused) and all buildings and structures of bricks or stone erected by the lessee/lessees above ground level in good repair order and condition and fit in all respects for further working of the said mines and the said minerals.

*Right of pre-emption:-*

21. (a) The State Government shall from time to time and all times during the said term have the right (to be exercised by notice in writing to the lessee/lessees) of pre-emption of the said minerals (and all products thereof) lying in or upon the said lands hereby demised or elsewhere under the control of the lessee/lessees and the lessee/lessees shall with all possible expedition deliver all minerals or products or minerals purchased by the State Government under the power conferred by this provision in the quantities at the times in manner and at the place specified in the notice exercising the said right.

(b) Should the right of pre-emption conferred by this present provision be exercised and a vessel chartered to carry the minerals or products thereof procured on behalf of the State Government or the Central Government be detained on demurrage at the port of loading the lessee/lessees shall pay the amount due for demurrage according to the terms of the charter party of such vessel unless the State Government shall be satisfied that the delay is due to causes beyond the control of the lessee/lessees.

(c) The price to be paid for all minerals or products of minerals taken in pre-emption by the State Government in exercise of the right hereby conferred shall be the fair market price prevailing at the time of pre-emption PROVIDED THAT in order to assist in arriving at the said fair market

1. Substituted by G.S.R. 888, dated 18.10.1986.

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price the lessee/lessees shall if so required furnish to the State Government for the confidential information of the Government, particulars of the quantities, descriptions and prices of the said minerals or products thereof sold to other customers and of charters entered into for freight, for carriage of the same and shall produce to such officer or officers as may be directed by the State Government original or authenticated copies of contracts and charter parties entered into for the sale or freightage of such minerals or products.

(d) In the event of the existence of a state of war or emergency (of which existence the President of India shall be the sole judge and a notification to this effect in the Gazette of India shall be conclusive proof), the State Government with the consent of the Central Government shall from time to time and all times during the said term have the right (to be exercised by a notice in writing to the lessee/lessees forthwith take possession and control of the works, plant, machinery and premises of the lessee/lessees on or in connection with the said lands or operations under this lease and during such possession or control the lessee/lessees shall conform to and obey all directions given by or on behalf of the Central Government or State Government regarding the use or employment of such works, plants, premises and minerals: PROVIDED THAT fair compensation which shall be determined in default of agreement by the State Government shall be paid to the lessee/lessees for all loss or damage sustained by him/them by reason or in consequence of the exercise of the powers conferred by this clause and PROVIDED ALSO that the exercise of such powers shall not determine the said term hereby granted or affect the terms and provisions of these presents further than may be necessary to give effect to the provisions of this clause.

*Employment of foreign national:-*

22. The lessee/lessees shall not employ, in connection with the mining operations any person who is not an Indian national except with the previous approval of the Central Government.

*Recovery of expenses incurred by the State Government:-*

23. If any of the works or matters which in accordance with the covenants in that behalf hereinbefore contained are to be carried or performed by the lessee/lessees be not so carried out or performed within the time specified in that behalf, the State Government may cause the same to be carried out or performed and the lessee/lessees shall pay the State Government on demand all expenses which shall be incurred in such carrying out or performance of the same and the decision of the State Government as to such expenses shall be final.

*Furnishing of geophysical data:-*

24. The lessee/lessees shall furnish:

- (a) all geophysical data relating to mining fields, or engineering and ground water surveys, such as anomaly maps, sections, plans, structures, contour maps, logging, collected by him/them during the course of mining operations to the [Director-General, Geological Survey of India, Calcutta];
- (b) all information pertaining to investigations of radioactive minerals collected by him/them during course of mining operations to the Secretary, Department of Atomic Energy, New Delhi.

Data or information referred to above shall be furnished every year reckoned from the date of commencement of the period of the mining lease.

## PART VIII

### The Covenants of the State Government

*Lessee/lessees may hold and enjoy rights quietly:-*

1. The lessee/lessees paying the rents, water rate and royalties hereby reserved and observing and performing all the covenants and agreements herein contained and on the part of the lessee/lessees to be observed and performed shall and may quietly hold and enjoy the rights and premises hereby demised for and during the term hereby granted without any unlawful interruption from or by the State Government, or any person rightfully claiming under it.

*Acquisition of land of third parties and compensation thereof:-*

2. If in accordance with the provision of clause 4 of Part VII of this Schedule the lessee/lessees shall offer to pay to an occupier of the surface of any part of the said lands compensation for any

1. Substituted by O.S.R. 369, dated 4.3.1967.

damage or injury which may arise from the proposed operations of the lessee/lessees and the said occupier shall refuse his consent to the exercise of the right and powers reserved to the State Government and demised to the lessee/lessees by these presents and the lessee/lessees shall report the matter to the State Government and shall deposit with it the amount offered as compensation and if the Central/State Government is satisfied that the amount of compensation offered is fair and reasonable or if it is not so satisfied and the lessee/lessees shall have deposited with it such further amount as the State and Central Government shall consider fair and reasonable the State Government shall order the occupier to allow the lessee/lessees to enter the land and to carry out such operations as may be necessary for the purpose of this lease. In assessing the amount of such compensation the State Government shall be guided by the principles of the Land Acquisition Act.

*To renew:-*

3.<sup>1</sup> [The mining lease is renewable in terms of the provisions of the Act and the rules made thereunder.]

Provided that the State Government may for reasons to be recorded in writing reduce the area applied for.

If the lease is in respect of minerals specified in the First Schedule to the Act, renewal will be subject to the prior approval of the Central Government.

If the lessee/lessees be desirous of taking a renewed lease of the premises hereby demised or of any parts of them for a further term from the expiration of the term hereby granted and is otherwise eligible, he/they shall prior to expiration of the last mentioned term give to the State Government<sup>2</sup> [twelve calendar months] previous notice in writing and shall pay the rent, rates and royalties hereby reserved and shall observe and perform the several covenants and agreements herein contained and on the part of the lessee/lessees to be observed and performed up to the expiration of the term hereby granted. The State Government on receipt of application for renewal, shall consider it<sup>3</sup> [in accordance with the provisions of the Act and the rules made thereunder] and shall pass orders as it deems fit. If renewal is granted, the State Government will at the expense of the lessee/lessees and upon his executing and delivering to the State Government if required a counterpart thereof execute and deliver to the lessee/lessees a renewed lease of the said premises or part thereof for the further term of . . . years at such rents, rates and royalties and on such terms and subject to such rents, rates and royalties and on such terms and subject to such covenants and agreements, including this present covenant to renew as shall be in accordance with the Mineral Concession Rules, 1960, applicable to . . . . . (name of minerals) on the day next following the expiration of the term hereby granted.

*Liberty to determine the lease:-*

4. The lessee/lessees may at any time determine this lease by giving not less than 12 calendar months notice in writing to the State Government or to such officer, or authority as the State Government may specify in this behalf and upon the expiration of such notice provided that the lessee/lessees shall upon such expiration tender and pay all rents, water rates, royalties, compensation for damages and other moneys which may then be due and payable under these presents to the lessor or any other person or persons and shall deliver these presents to the State Government then this lease and the said term and the liberties, powers and privileges hereby granted shall absolutely cease and determine but without prejudice to any right or remedy of the lessor in respect of any breach of any of the covenants or agreements contained in these presents.

<sup>4</sup>[4A. The State Government may on an application made by the lessee permit him to surrender one or more minerals from his lease which is for a group of minerals on the ground that deposits of that mineral have since exhausted or depleted to such an extent that it is no longer possible to work the mineral economically, subject to the condition that the lessee-

(a) Makes an application for such surrender of mineral at least six months before the intended date of surrender; and

- 
1. Substituted by G.O.I. Ext., Part II, Sect. 3, Sub-sect. (i), dated 11.3.1991.
  2. Substituted by G.S.R. 1581, dated 9.9.1971.
  3. Substituted by G.O.I. Ext. Part II, Sect. 3, Sub-sect. (i), dated 11.3.1991.
  4. Inserted by G.S.R. 1707, dated 4.12.1962.

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15.10.1973

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LESSOR

- (b) Gives an undertaking that he will not cause any hindrance in the working of the mineral so surrendered by any other person who is subsequently granted a mining lease for that mineral.]

*Refund of security deposits:-*

5. On such date as the State Government may elect within 12 calendar months after the determination of this lease or of any renewal thereof, the amount of the security deposit paid in respect of this lease and then remaining in deposit with the State Government and not required to be applied to any of the purposes mentioned in this lease shall be refunded to the lessee/lessees. No interest shall run on the security deposit.

**PART IX**  
**General Provisions**

*Obstructions to inspection:-*

1. In case the lessee/lessees or his/their transferee/assignee does/~~de~~ not allow entry or inspection by the officers authorised by the Central or State Government under clauses (I), (J) or (1) of sub-rule (1) of rule 27 of said Rules, the State Government shall give notice in writing to the lessee/lessees requiring him/them to show cause within such time as may be specified in the notice why the lease should not be determined and his/their security deposit forfeited; and if the lessee/lessees fails/fail to show cause within the aforesaid time to the satisfaction of the State Government, the State Government may determine the lease and forfeit the whole or part of the security deposit.

*Penalty in case of default in payment of royalty and breach of covenants:-*

2. If the lessee/lessees or his/their transferee or assignee makes/make any default in payment of rent or water rate or royalty as required by section 9 of the Act or commits a breach of any of the conditions and covenants other than those referred to in covenant 1 above, the State Government shall give notice to the lessee/lessees requiring him/~~them~~ to pay the rent, water rate, royalty or remedy the breach, as the case may be, within sixty days from the date of receipt of the notice and if the rent, water rate and royalty are not paid or the breach is not remedied within such period, the State Government without prejudice to any proceedings that may be taken against him/them, determine the lease and forfeit the whole or part of the security deposit.

*Penalty for repeated breaches of covenants:-*

3. In cases of repeated breaches of covenants and agreements by the lessee/lessees for which notice has been given by the State Government in accordance with clauses (1) and (2) aforementioned on earlier occasion, the State Government without giving any further notice, may impose such penalty not exceeding twice the amount of annual dead rent specified in clause 2, Part V.

*Failure to fulfil the terms of leases due to "Force Majeure":-*

4. Failure on the part of the lessee/lessees to fulfil any of the terms and conditions of this lease shall not give the Central or State Government any claim against the lessee/lessees or be deemed a breach of this lease, in so far as such failure is considered by the said Government to arise from force majeure, and if through force majeure the fulfilment by the lessee/lessees of any of the terms and conditions of this lease be delayed, the period of such delay shall be added to the period fixed by this lease. In this clause the expression "Force Majeure" means act of God, war, insurrection, riot, civil commotion, strike, earthquake, tide, storm, tidal wave, flood, lightning, explosion, fire, earthquake and any other happening which the lessee/lessees could not reasonably prevent or control.

*Lessee/lessees to remove his/their properties on the expiry of lease:-*

5. The lessee/lessees having first paid discharged rents, rates and royalties payable by virtue of these presents may at the expiration or sooner determination of the said term or within six calendar months thereafter (unless the lease shall be determined under clauses 1 and 2 of this Part and in that case at any time not less than three calendar months nor more than six calendar months after such determination) take down and remove for his/their own benefit all or any engines, machinery, plant, buildings structures, tramways, railways and other works, erections and conveniences which may have been erected, set up or placed by the lessee/lessees in or upon the said lands and which the lessee/lessees is/are not bound to deliver to the State Government under clause 20 of Part VII of this Schedule and which the State Government shall not desire to purchase.

*MR*

*MR*

*Forfeiture of property left more than six months after determination of lease:-*

6. If at the end of six calendar months after the expiration or sooner determination of the said term under the provision contained in clause 4 of Part VIII of this Schedule become effective there shall remain in or upon the said land any engines, machinery, plant, buildings structures, tramways, railways and other work, erections and conveniences or other property which are not required by the lessee/lessees in connection with operations in any other lands held by him/~~them~~ under prospecting licence or mining lease the same shall if not be removed by the lessee/~~lessee~~ within one calendar month after notice in writing requiring their removal has been given to lessee/~~lessees~~ by the State Government be deemed to become the property of the State Government and may be sold or disposed of in such manner as the State Government shall deem fit without liability to pay any compensation or to account to the lessee/lessees in respect thereof.

*Notices:-*

7. Every notice by these presents required to be given to the lessee/~~lessees~~ shall be given in writing to such person resident on the said lands as the lessee/~~lessees~~ may appoint for the purpose of receiving such notices and if there shall have been no such appointment then every such notice shall be sent to the lessee/lessees by registered post addressed to the lessee/~~lessees~~ at the address recorded in this lease or at such other address in India as the lessee/~~lessees~~ may from time to time in writing to the State Government designate for the receipt of notices and every such service shall be deemed to be proper and valid service upon the lessee/lessees and shall not be questioned or challenged by him/~~them~~.

*Immunity of State Government from liability to pay compensation:-*

8. If in any event the orders of the State Government are revised, reviewed or cancelled by the Central Government in pursuance of proceedings under Chapter VII of the Mineral Concession Rules, 1960, the lessee/lessees shall not be entitled to compensation for any loss sustained by the lessee/lessees in exercise of the powers and privileges conferred upon him/~~them~~ by these presents.

[8A. The lease is executed at . . . . . *Bhandara* . . . . . the capital town of the State of . . . . . *Maharashtra* . . . . . (name of the State) and subject to the provision of Article 226 of the Constitution of India, it is hereby agreed upon by the lessee and the lessor that in the event of any dispute in relation to the area under lease, condition of lease, the dues realisable under the lease and in respect of all matters touching the relationship of the lessee and the lessor, the suits (or appeals) shall be filed in the civil courts at . . . . . *Bhandara* . . . . . (name of the city) and it is hereby expressly agreed that neither party shall be competent to file a suit or bring any action or file any petition at any place other than the courts named above.]

9. For the purpose of stamp duty the anticipated royalty from the demised land is Rs. *2,14,241* . . . . . per year.

IN WITNESS WHEREOF these presents have been executed in the manner hereunder appearing the day and year first above written.

Signed by

for and on behalf of the Governor/President of India in the presence of

*KF*

*al*  
1983



GOVERNMENT OF MAHARASHTRA

No. MMN-1620/8020/Desk-4,  
Trade, Commerce and Mining Department,  
Mantralaya, Mumbai - 32.

Dated the : 11/8/2000

To,

Shri. Pradeep Golchha,  
Gokul, behind Labour Court,  
Civil Lines,  
Nagpur - 440 001.

Subject: Grant of Mining lease Kaynite, Silliminite and  
Pyrolyllite over an area of 14.33 Hectares in  
Village Dighori, Tahsil Lakhandur, District  
Bhandara.

Sir,

With reference to your application, dated the 15.2.1997 on the subject mentioned above, I am to enclose herewith Government order of even number, dated the 11/8/2000 for your information. You may now approach to the District mining Officer, Collectorate, Bhandara for execution of the lease. I am to add that you should also execute mining lease within a period of six months from the date of the enclosed Government order.

The mining lease should be executed in the model form of mining lease appended to the Mineral Concession Rules, 1960 with appropriate modifications, but without clause 3 in part VIII therein relating to renewal.

Yours faithfully,



( J. P. DANGE )

Secretary to Government.

*CV Celebrate*

Copy with the copy of the Government Order of even number, dated the  
11/8/24 forwarded to the :

- 1) The Director, Geology and Mining. Maharashtra State, Nagpur.
- 2) The Collector, Bhandara.
- 3) The District Mining Officer, Collectorate, Bhandara.
- 4) The Controller General, Indian Bureau of Mines, Nagpur.
- 5) The Finance Department.
- 6) The Chief Inspector of Mines, Dhanbad.
- 7) Select file (Desk- 4).

APPROVED

1. The District mining officer , Collectorate, Bhandara should ensure that as soon as the Mining Lease deed is executed information in the prescribed proforma, copy of which has been sent to all Collectors under Government endorsement No.MCR-1565/71503/MNG, dated the 24th March,1965 is furnished to the Controller General, Indian Bureau of Mines, Nagpur-1 as desired by him.

2. A copy of the Mining lease when executed should be sent by the District Mining Officer, Collectorate, Bhandara to the Indian Bureau of Mines, Nagpur and Chief Inspector of Mines, Dhanabad, as required by Rule 57 (1) of the Mineral Concession Rules,1960.

3. The District Mining Officer,Collectorate, Bhandara and the Director, Geology and Mining Nagpur should ensure that the Mining Lease executed in the model form of Mining Lease with appropriate modification but without clause 3 in part VIII therein relating to renewal.

4. The District Mining Officer, Collectorate, Bhandara and the Director, Geology and Mining, Maharashtra State, Nagpur should ensure before execution of mining lease the compliance of the amended provisions of the Mines and Mineral (Development and Regulation) Act,1957 and Mineral Concession Rules,1960 and other relevent Acts and Rules including the Forest (Conservation) Act,1980 and the Act and Rules enacted for environment purpose etc.

( J. P. Dange )  
Secretary to Government

**DKM**

## **DIGHORI KYANITE MINES**

**Dighori(Mothi), Taluka – Lakhandur, Dist. – Bhandara (M.S.) – 441805.  
Silliminite, Kyanite, Corundum, Pyrophyllite, Quartzite And Other Allumina  
Minerals.**

Email : vinodbhujade@yahoo.co.in

Date: 07/06/2023

### **UNDERTAKING**

This is to inform you that there is no court case filed or pending against Dighori Kyanite Mine Project (Area 14.33 ha) by Shri. Pradeep M. Golcha located at Village Dighori, Taluka-Lakhandur, District-Bhandara with the reference to the environmental clearance granted vide letter. No. EC No: SEAC-2015/CR-106/TC2, Dated-16/01/2016 granted EC for Kyanite in a Lease Area of 14.33 HaR by SEIAA in any court of law.

Thank You



Regards

*[Handwritten Signature]*  
Dighori Kyanite Mine



- कार्यालय -

# ग्रामपंचायत दिघोरी/मोठी

पंचायत समिती लाखांदूर, जिल्हा परिषद भंडारा

जा. क. २३५/२९१९०/०९

दिनांक

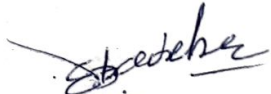


जाहकत प्रमाणपत्र

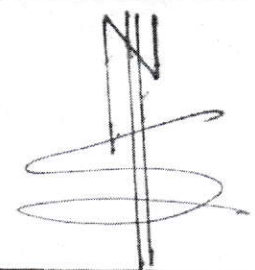
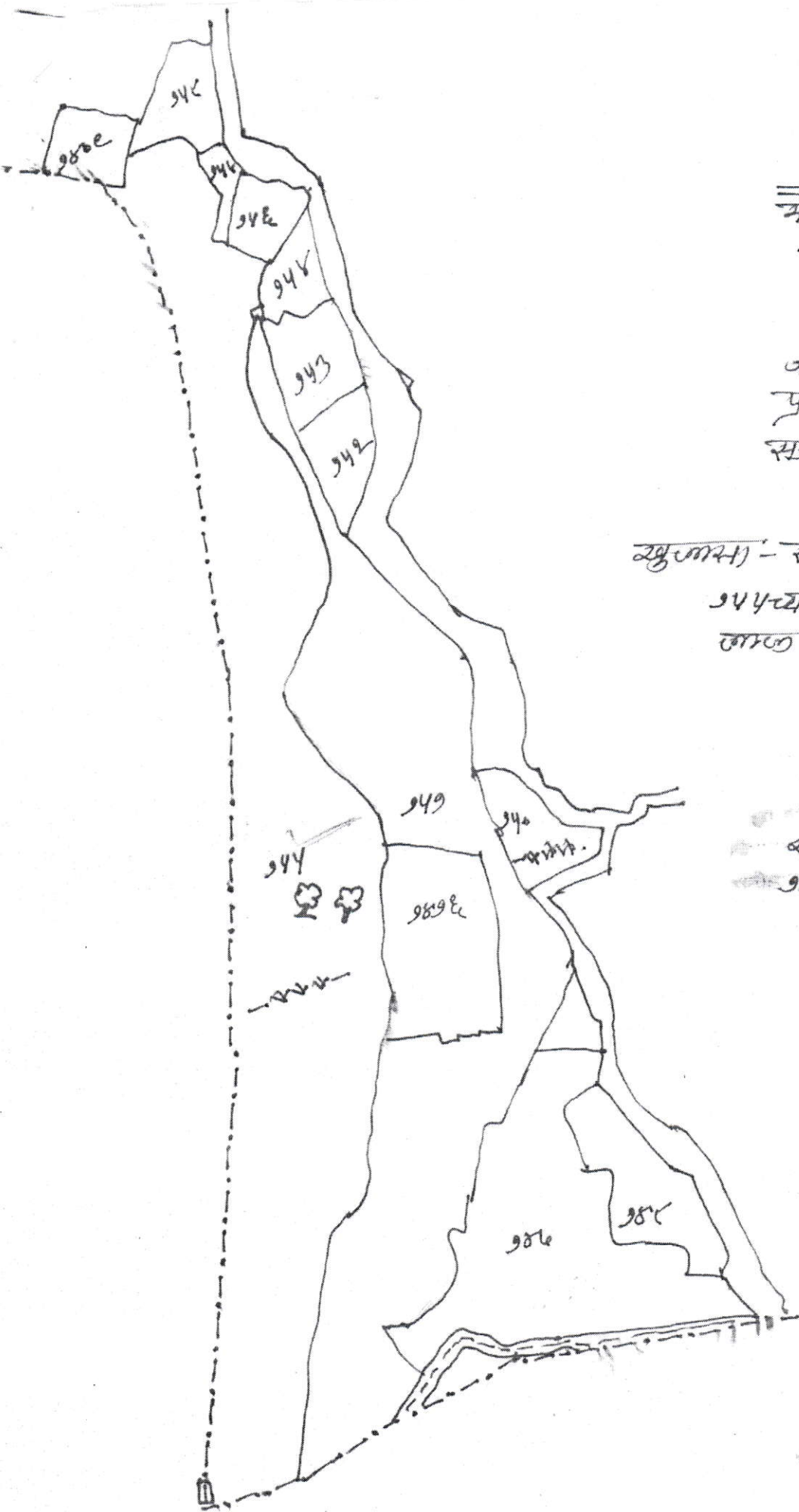
प्रमाणपत्र देण्यात येते की,  
मे. दिघोरी कथनईट मईस दिघोरी (मेठी) ता. लाखांदूर जि. भंडारा  
शेथिल गट क्र. १५५ भारती १४.३३ हे भाग मध्ये खानकाम  
सुरू असून पर्यावरण संरक्षण करदा १९९६ चे भटीकुमार  
सदर खदानीच्या खानकामाभुळे भ्याजु वाजुच्या परिसरात  
कोणत्याही प्रकारचे प्रदूषण होत नाही.

करिता खानकाम सुरू ठेवण्यात ग्रा.पं. दिघोरी (मे.  
ठी) कसलीही हरकत नाही.

सबब जाहकत प्रमाणपत्र दिले आहे.

  
सरपंच  
ग्रामपंचायत दिघोरी/मोठी





मोजा - दिवादी (मादी)  
 . रं सा क र  
 सडल - वारळ  
 ली - चमखोड  
 जी - भेडासा  
 प्रमाण - १.५०००  
 सड - १९८५-८६

खुणासा - सड उभारणार नेंवड  
 १५५च्या मनुसंधान दिव मनु  
 जमल वाडुनी चळीचीय माहे

प्रमाण सडपय  
 १९/१००६  
 दिवादी

गांव नमुना सात (अधिकार अभिलेख पत्रक)

गांव: दिघोरी (खोडी) नं.बी.१.०८ तालुका: लावणोडुर

भुमापन क्रमांक	भुमापन क्रमांकचा उपविभाग	भुधारणा	पध्दती	भोगवटदाराचे नांव	खाते क्रमांक
१५५		(५६१५) ० खणक		सखीर	
शेतीचे स्थानिक गांव					
लागवडी योग्य क्षेत्र	हेक्टर	आर		कुळाचे नांव	खंड रु. पैसे
	एकुण				
पोटखराब (लागवडी योग्य क्षेत्र)		१४ = ३३			
वर्ग (अ)					
वर्ग (ब)	एकुण	१४ = ३३			
	रूपये	पैसे			
आकारणी					
जुडी किंवा विशेष आकारणी					

इतर अधिकार खणक व ५६१५  
 मा. जिल्हाधिकारी भोग  
 योचे पत्र क्र. भास११४,  
 खणिक/हावी १५६७/  
 २००७ दि २१/१२००७  
 लक्ष्मणबाब लावणोडुर  
 योनी दिलेल्या दि २१/१२  
 या सावा पावणी कुसा  
 सिमा आणि भुमापन विन्दे  
 की जमिण प्रकीपणी लक्ष  
 सिवील लाईग नागपुन  
 योग ३० वर्षी सुविम  
 विजय देवरागुभार

गांव नमुना बारा (पिकांची नोंदवही)

व्यं	पिकाखालील क्षेत्राचा तपशिल									लागवडीखाली उपलब्ध नसलेली जमिन		जल सिंचनाचे साधन	जमिन करणाऱ्यांचे नांव	शेरा		
	मिश्र पिकाखालील क्षेत्र						निर्भळ पिकाखालील क्षेत्र			स्वरूप	क्षेत्र					
	हंगाम	पिकाचे संकेत क्रमांक	जल सिंचित	अजल सिंचित	घटक पिके प्रत्येका खालील क्षेत्र			पिकाचे नांव	जल सिंचित						अजल सिंचित	
१	२	३	४	५	६	७	८	९	१०	११	१२	१३	१४	१५	१६	
			हे. आ.	हे. आ.		हे. आ.	हे. आ.		हे. आ.			हे. आ.				
	२०१५	२०१६										५६१५	१४ = ३३			

२०१५  
२०१६

१२/०६

दिघोरी



## **DIGHORI KYANITE MINES**

**Dighori(Mothi), Taluka – Lakhandur, Dist. – Bhandara – 441805.  
Silliminite, Kyanite, Corrundum, Pyrophyllite, Quartzite And Other  
Allumina Minerals .**

Email : vinodbhujade@yahoo.co.in

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**To,**

17/09/2025

The Additional Principal Chief Conservator of Forest,  
Ministry of Environment, Forest and Climate Change,  
Ground Floor, East Wing,  
New Secretariat Building,  
Civil Lines, Nagpur – 440001.

**Subject:** Request for Certified EC Compliance Report for Proposed Expansion – Production of 84,916 TPA (Kyanite, Sillimanite, Corundum, Pyrophyllite, and Quartz) over 14.33 Ha at Village Dighori, Taluka Lakhandur, District Bhandara, Maharashtra by M/s Dighori Kyanite Mine.

**Reference:**

1. EC No: SEAC-2015/CR-106/TC-02 dated 16/01/2016
2. Minutes of the 298th SEAC-1 Meeting – Direction to submit Certified Compliance Report (CCR) from MoEFCC Nagpur

**Respected Sir,**

With reference to the above subject, we would like to inform you that the Environment Clearance (EC) granted to the project proponent, *M/s Dighori Kyanite Mine*, was valid for the life of the mine as per the MoEF&CC letter dated 13/12/2022, and the Mining Lease is valid up to 28/12/2025.

Now, the project proponent has applied for expansion of mineral production — increasing Quartzite production from 9,000 TPA to 84,916 TPA, while maintaining the existing production of Kyanite, Sillimanite, Corundum, and Pyrophyllite at 4,000 TPA. The total mining lease area remains 14.33 Ha, located at Village: Dighori (Mothi), Taluka: Lakhandur, District: Bhandara, Maharashtra.


The proposal was considered in the **298th SEAC-1 meeting**, wherein the committee directed the project proponent to submit a **Certified Compliance Report (CCR)** from the Regional Office of MoEF&CC, Nagpur.

As per the Office Memorandum issued by MoEF&CC dated **08.06.2022**, it is mandatory to obtain a Certified Compliance Report for expansion proposals. Therefore, we kindly request your good office to **conduct a site visit** for monitoring compliance with the conditions stipulated in the earlier Environmental Clearance and to issue the **Certified Compliance Report** at the earliest.

We assure you of our full cooperation during the site inspection and are ready to provide any additional documents or assistance as required.

Thank you for your kind attention.

Yours sincerely,



Vinod K. Bhujade  
M/s Dighori Kyanite Mine  
Mo.No.9422133685  
Email. vinodbhujade@yahoo.co.in



**TEST REPORT**

Test Report No	: NL/WATER/0156	ULR No.	: TC978225000001496F
Customer Name & Address	: Dighori Kyanite Mine (Lease P M Golcha) M L Area – 14.33 ha Khasra No. 155, Village. Dighori, Tal. Lakhandur, Dist. Bhandara		
Sample Collected On	: Date 22/05/2025	Sample Details	: Water Sample
Sample Received On	: Date 22/05/2025	Sampling Done By	: Customer
Sample Condition	: Preserved : NA	Sealed : Yes	: Acceptable : Yes
Period of Testing	: 22/05/2025 to 28/05/2025	Report Issue Date	: 29/05/2025
Sample ID. (By Lab)	: NL-0085/MAY25/WA-01	Sample ID. ( By Customer)	WA-01-Open Dug Well

**1. Chemical Testing**  
**III. Water**

**TEST RESULTS**

Sr. No.	Test Parameters	Results	Units	Test Method Used	As per IS 10500	
					Acceptable	Permissible
1.	Colour	3	-	IS 3025 (Part 4)	5	15
2.	Odour	AG	-	IS 3025 (Part 5)	AG	AG
3.	Taste	AG	-	IS 3025 (Part 7)	AG	AG
4.	pH at 25 °C	7.65	-	IS 3025 (Part11)	6.5-8.5	NR
5.	Electrical Conductivity	1012	µs/cm	IS 3025 (Part14)	-	-
6.	Turbidity	0.7	NTU	IS 3025 (Part10)	1	5
7.	Total Dissolved Solids (TDS)	685	mg/l	IS 3025 (Part16)	500	2000
8.	Total Suspended Solids (TSS)	BDL	mg/l	IS 3025 (Part17)	-	-
9.	Total Alkalinity as CaCO <sub>3</sub>	175	mg/l	IS 3025 (Part 23)	200	600
10.	Total Hardness as CaCO <sub>3</sub>	186	mg/l	IS 3025 (Part 21)	200	600
11.	Calcium as Ca	39.8	mg/l	IS 3025 (Part 40)	75	200
12.	Magnesium as Mg	3.16	mg/l	APHA 24th Edition	30	100



Off. : First Floor, 'Pratibha Sankul', Beside Alankar Cinema, Dharampeth, Nagpur - 10. Ph. : +91-712-2542261, 2542291, E-mail : nilawarlabs@gmail.com  
Laboratory : At Km 16.5, Nilawar Motors Complex, Amravati Road, Waddhamna, Nagpur - 440 023. Mob. : +91-9922409055, 9552550955

➤ Soil Testing for all types of Foundation Designs. ➤ Chemical Analysis of Soil & Water ➤ Mechanical Analysis of Soil & Rock  
➤ Micro-biological Analysis of Soil & Water ➤ Testing of Construction Material ➤ Environment Consultants ➤ Environment Monitoring & Analysis



**Nilawar Laboratories**  
(A Unit of MNEC Consultants Pvt. Ltd)

**NABL ACCREDITED LAB VIDE - TC-9782**  
**CIN No. U74140MH2009PTC196108**



13.	Chloride as Cl	128	mg/l	IS 3025 (Part32)	250	1000
14.	Suphate as SO <sub>4</sub>	39.1	mg/l	APHA 24th Edition	200	400
15.	Nitratre as NO <sub>3</sub>	0.144	mg/l	APHA 24th Edition	45	NR
16.	Fluoride as F	0.56	mg/l	APHA 24th Edition	1	1.5
17.	Ammonical Nitrogen	0.223	mg/l	IS 3025 (Part 34)	0.5	NR
18.	Phosphate as PO <sub>4</sub>	3.252	mg/l	IS 3025 (Part 31)	-	-
19.	Copper as Cu	BDL	mg/l	IS 3025 (Part42)	0.05	1.5
20.	Iron as Fe	0.215	mg/l	IS 3025 (Part53)	0.3	NR
21.	Manganese as Mn	BDL	mg/l	APHA 24th Edition	0.1	0.3
22.	Zinc as Zn	0.358	mg/l	IS 3025 (Part49)	5	15

*NR - no relaxation, AG - agreeable; NA- not applicable; BDL-below detection limit*

For M/s Nilawar Laboratories,


**Dinesh Bangadkar**  
(Authorized Signatory)

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**ISO 45001:2018**

CIN No. U74140MH2009PTC196108

**TEST REPORT**

Test Report No	: NL/WATER/0157	Remark	: -
Customer Name & Address	: Dighori Kyanite Mine (Lease P M Golcha) M L Area – 14.33 ha Khasra No. 155, Village. Dighori, Tal. Lakhandur, Dist. Bhandara		
Sample Collected On	: Date 22/05/2025	Sample Details	: Water Sample
Sample Received On	: Date 22/05/2025	Sampling Done By	: Customer
Sample Condition	: Preserved : NA	Sealed : Yes	: Acceptable : Yes
Period of Testing	: 22/05/2025 to 28/05/2025	Report Issue Date	: 29/05/2025
Sample ID. (By Lab)	: NL-0085/MAY25/WA-01	Sample ID. ( By Customer)	WA-01-Open Dug Well

**1. Chemical Testing**  
**III. Water**

**TEST RESULTS**

Sr. No.	Test Parameters	Results	Units	Test Method Used	As per IS 10500	
					Acceptable	Permissible
1.	T. coliform	Absent	MPN / 100 ml	IS 1622	Shall not be detectable in any 100 ml sample	
2.	E coli	Absent	MPN / 100 ml	IS 1622		

For M/s Nilawar Laboratories,


**Dinesh Bangadkar**  
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**TEST REPORT**

<b>Test Report No</b>	<b>: NL/WATER/0158</b>	<b>ULR No.</b>	<b>: TC978225000001497F</b>
<b>Customer Name &amp; Address</b>	<b>: Dighori Kyanite Mine (Lease P M Golcha) M L Area – 14.33 ha Khasra No. 155, Village. Dighori, Tal. Lakhandur, Dist. Bhandara</b>		
<b>Sample Collected On</b>	<b>: Date 22/05/2025</b>	<b>Sample Details</b>	<b>: Surface Water Sample</b>
<b>Sample Received On</b>	<b>: Date 22/05/2025</b>	<b>Sampling Done By</b>	<b>: Customer</b>
<b>Sample Condition</b>	<b>: Preserved : NA</b>	<b>Sealed : Yes</b>	<b>: Acceptable : Yes</b>
<b>Period of Testing</b>	<b>: 22/05/2025 to 28/05/2025</b>	<b>Report Issue Date</b>	<b>: 29/05/2025</b>
<b>Sample ID. (By Lab)</b>	<b>: NL-0085/MAY25/WA-01 &amp; WA-02</b>	<b>Sample ID. (By Customer)</b>	<b>WA-01-Mine Pit 1 WA-02 - Mine Pit 2</b>

**1. Chemical Testing**  
**III. Water**

**TEST RESULTS**

Sr. No.	Test Parameters	Results		Units	Test Method Used	Surface Water Quality Standards as Per IS 2296 (Class C)
		WA-01	WA-02			
1.	Colour	4	4	-	IS 3025 (Part 4)	300
2.	Odour	UO	UO	-	IS 3025 (Part 5)	UO
3.	Taste	UO	UO	-	IS 3025 (Part 7)	UO
4.	pH at 25 °C	7.29	7.47	-	IS 3025 (Part11)	-
5.	Electrical Conductivity	444	569	µs/cm	IS 3025 (Part14)	-
6.	Turbidity	3	3	NTU	IS 3025 (Part10)	-
7.	Total Dissolved Solids (TDS)	316	352	mg/l	IS 3025 (Part16)	1500
8.	Total Suspended Solids (TSS)	2.4	3.9	mg/l	IS 3025 (Part17)	-
9.	Total Alkalinity as CaCO <sub>3</sub>	158	182	mg/l	IS 3025 (Part 23)	-
10.	Total Hardness as CaCO <sub>3</sub>	179	205	mg/l	IS 3025 (Part 21)	-
11.	Calcium as Ca	60.3	66.5	mg/l	IS 3025 (Part 40)	-
12.	Magnesium as Mg	9.16	8.17	mg/l	APHA 24th Edition	-
13.	Chloride as Cl	45.2	60.9	mg/l	IS 3025 (Part32)	600
14.	Suphate as SO <sub>4</sub>	25.1	30.6	mg/l	APHA 24th Edition	400



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15.	Nitrate as NO <sub>3</sub>	0.124	0.285	mg/l	APHA 24th Edition	50
17.	Anionic Detergents (as MBAS)	BDL	BDL	mg/l	APHA 24 <sup>th</sup> Edition	1
18.	Fluoride as F	0.039	0.148	mg/l	APHA 24th Edition	1.5
19.	Ammonical Nitrogen	0.192	0.414	mg/l	IS 3025 (Part 34)	-
20.	Phosphate as PO <sub>4</sub>	2.233	3.125	mg/l	IS 3025 (Part 31)	-
21.	Copper as Cu	0.049	0.081	mg/l	IS 3025 (Part42)	1.5
22.	Iron as Fe	0.359	0.418	mg/l	IS 3025 (Part53)	50
23.	Manganese as Mn	0.218	0.315	mg/l	APHA 24th Edition	0.5
24.	Zinc as Zn	0.926	0.714	mg/l	IS 3025 (Part49)	15
25.	Dissolved Oxygen	6.0	6.0	mg/l	IS 3025 (Part 38)	4
26.	B O D 3 days 27 °C	2.2	2.8	mg/l	IS 3025 (Part 44)	3
27.	C O D	10	10	mg/l	IS 3025 (Part 58)	-

*NR - no relaxation, AG - agreeable; NA- not applicable; BDL-below detection limit; UO - Unobjectionable*

For M/s Nilawar Laboratories,


**Dinesh Bangadkar**  
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CIN No. U74140MH2009PTC196108

**TEST REPORT**

<b>Test Report No</b>	: NL/WATER/0606	<b>Remark</b>	: -
<b>Customer Name &amp; Address</b>	: Dighori Kyanite Mine (Lease P M Golcha) M L Area – 14.33 ha Khasra No. 155, Village. Dighori, Tal. Lakhandur, Dist. Bhandara		
<b>Sample Collected On</b>	: Date 22/05/2025	<b>Sample Details</b>	: Surface Water Sample
<b>Sample Received On</b>	: Date 22/05/2025	<b>Sampling Done By</b>	: Customer
<b>Sample Condition</b>	: Preserved : NA	<b>Sealed : Yes</b>	: Acceptable : Yes
<b>Period of Testing</b>	: 22/05/2025 to 28/05/2025	<b>Report Issue Date</b>	: 29/05/2025
<b>Sample ID. (By Lab)</b>	: NL-0085/MAY25/WA-01 & WA-02	<b>Sample ID. (By Customer)</b>	WA-01-Mine Pit 1 WA-02 - Mine Pit 2

**1. Chemical Testing**  
**III. Water**

**TEST RESULTS**

Sr. No.	Test Parameters	Results		Units	Test Method Used	Surface Water Quality Standards as Per IS 2296 (Class C)
		WA-01	WA-02			
1.	T. coliform	Absent	Absent	MPN/100 ml	IS 1622	5000
2.	E coli	Absent	Absent	MPN/100 ml	IS 1622	-

For M/s Nilawar Laboratories,


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**TEST REPORT**

Test Report No	: NL/WATER/0603	ULR No.	: TC978225000002082F
Customer Name & Address	: Dighori Kyanite Mine (Lease P M Golcha) M L Area – 14.33 ha Khasra No. 155, Village. Dighori, Tal. Lakhandur, Dist. Bhandara		
Sample Collected On	: Date 22/11/2024	Sample Details	: Water Sample
Sample Received On	: Date 22/11/2024	Sampling Done By	: Customer
Sample Condition	: Preserved : NA	Sealed : Yes	: Acceptable : Yes
Period of Testing	: 22/11/2024 to 27/11/2024	Report Issue Date	: 28/11/2024
Sample ID. (By Lab)	: NL-0340/NOV24/WA-01	Sample ID. ( By Customer)	WA-01-Open Dug Well

**1. Chemical Testing**  
**III. Water**

**TEST RESULTS**

Sr. No.	Test Parameters	Results	Units	Test Method Used	As per IS 10500	
					Acceptable	Permissible
1.	Colour	2.0	-	IS 3025 (Part 4)	5	15
2.	Odour	AG	-	IS 3025 (Part 5)	AG	AG
3.	Taste	AG	-	IS 3025 (Part 7)	AG	AG
4.	pH at 25 °C	7.78	-	IS 3025 (Part11)	6.5-8.5	NR
5.	Electrical Conductivity	1113	µs/cm	IS 3025 (Part14)	-	-
6.	Turbidity	0.5	NTU	IS 3025 (Part10)	1	5
7.	Total Dissolved Solids (TDS)	719	mg/l	IS 3025 (Part16)	500	2000
8.	Total Suspended Solids (TSS)	BDL	mg/l	IS 3025 (Part17)	-	-
9.	Total Alkalinity as CaCO <sub>3</sub>	170	mg/l	IS 3025 (Part 23)	200	600
10.	Total Hardness as CaCO <sub>3</sub>	192	mg/l	IS 3025 (Part 21)	200	600
11.	Calcium as Ca	49.6	mg/l	IS 3025 (Part 40)	75	200
12.	Magnesium as Mg	6.25	mg/l	APHA 24th Edition	30	100



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13.	Chloride as Cl	117	mg/l	IS 3025 (Part32)	250	1000
14.	Suphate as SO <sub>4</sub>	31.4	mg/l	APHA 24th Edition	200	400
15.	Nitratre as NO <sub>3</sub>	0.165	mg/l	APHA 24th Edition	45	NR
16.	Fluoride as F	1.05	mg/l	APHA 24th Edition	1	1.5
17.	Ammonical Nitrogen	0.167	mg/l	IS 3025 (Part 34)	0.5	NR
18.	Phosphate as PO <sub>4</sub>	2.243	mg/l	IS 3025 (Part 31)	-	-
19.	Copper as Cu	BDL	mg/l	IS 3025 (Part42)	0.05	1.5
20.	Iron as Fe	0.289	mg/l	IS 3025 (Part53)	0.3	NR
21.	Manganese as Mn	BDL	mg/l	APHA 24th Edition	0.1	0.3
22.	Zinc as Zn	0.463	mg/l	IS 3025 (Part49)	5	15

NR - no relaxation, AG - agreeable; NA- not applicable; BDL-below detection limit

For M/s Nilawar Laboratories,


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CIN No. U74140MH2009PTC196108

**TEST REPORT**

Test Report No	: NL/WATER/0605	Remark	: -
Customer Name & Address	: Dighori Kyanite Mine (Lease P M Golcha) M L Area – 14.33 ha Khasra No. 155, Village. Dighori, Tal. Lakhandur, Dist. Bhandara		
Sample Collected On	: Date 22/11/2024	Sample Details	: Water Sample
Sample Received On	: Date 22/11/2024	Sampling Done By	: Customer
Sample Condition	: Preserved : NA	Sealed : Yes	: Acceptable : Yes
Period of Testing	: 22/11/2024 to 27/11/2024	Report Issue Date	: 28/11/2024
Sample ID. (By Lab)	: NL-0340/NOV24/WA-01	Sample ID. ( By Customer)	WA-01-Open Dug Well

**1. Chemical Testing**  
**III. Water**

**TEST RESULTS**

Sr. No.	Test Parameters	Results	Units	Test Method Used	As per IS 10500	
					Acceptable	Permissible
1.	T. coliform	Absent	MPN / 100 ml	IS 1622	Shall not be detectable in any 100 ml sample	
2.	E coli	Absent	MPN / 100 ml	IS 1622		

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**TEST REPORT**

<b>Test Report No</b>	<b>: NL/WATER/0604</b>	<b>ULR No.</b>	<b>: TC978225000002083F</b>
<b>Customer Name &amp; Address</b>	<b>: Dighori Kyanite Mine (Lease P M Golcha) M L Area – 14.33 ha Khasra No. 155, Village. Dighori, Tal. Lakhandur, Dist. Bhandara</b>		
<b>Sample Collected On</b>	<b>: Date 22/11/2024</b>	<b>Sample Details</b>	<b>: Surface Water Sample</b>
<b>Sample Received On</b>	<b>: Date 22/11/2024</b>	<b>Sampling Done By</b>	<b>: Customer</b>
<b>Sample Condition</b>	<b>: Preserved : NA</b>	<b>Sealed : Yes</b>	<b>: Acceptable : Yes</b>
<b>Period of Testing</b>	<b>: 22/11/2024 to 27/11/2024</b>	<b>Report Issue Date</b>	<b>: 28/11/2024</b>
<b>Sample ID. (By Lab)</b>	<b>: NL-0340/NOV24/WA-01 &amp; WA-02</b>	<b>Sample ID. ( By Customer)</b>	<b>WA-01-Mine Pit 1 WA-02 - Mine Pit 2</b>

**1. Chemical Testing**  
**III. Water**

**TEST RESULTS**

Sr. No.	Test Parameters	Results		Units	Test Method Used	Surface Water Quality Standards as Per IS 2296 (Class C)
		WA-01	WA-02			
1.	Colour	3	4	-	IS 3025 (Part 4)	300
2.	Odour	UO	UO	-	IS 3025 (Part 5)	UO
3.	Taste	UO	UO	-	IS 3025 (Part 7)	UO
4.	pH at 25 °C	7.22	7.39	-	IS 3025 (Part11)	-
5.	Electrical Conductivity	414	512	µs/cm	IS 3025 (Part14)	-
6.	Turbidity	4	3	NTU	IS 3025 (Part10)	-
7.	Total Dissolved Solids (TDS)	288	310	mg/l	IS 3025 (Part16)	1500
8.	Total Suspended Solids (TSS)	12	8	mg/l	IS 3025 (Part17)	-
9.	Total Alkalinity as CaCO <sub>3</sub>	164	166	mg/l	IS 3025 (Part 23)	-
10.	Total Hardness as CaCO <sub>3</sub>	186	198	mg/l	IS 3025 (Part 21)	-
11.	Calcium as Ca	56.8	52.8	mg/l	IS 3025 (Part 40)	-
12.	Magnesium as Mg	10.5	15.84	mg/l	APHA 24th Edition	-
13.	Chloride as Cl	32.6	54.6	mg/l	IS 3025 (Part32)	600
14.	Suphate as SO <sub>4</sub>	27.6	37.2	mg/l	APHA 24th Edition	400



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15.	Nitrate as NO <sub>3</sub>	0.142	0.37	mg/l	APHA 24th Edition	50
17.	Anionic Detergents (as MBAS)	BDL	BDL	mg/l	APHA 24 <sup>th</sup> Edition	1
18.	Fluoride as F	0.029	0.24	mg/l	APHA 24th Edition	1.5
19.	Ammonical Nitrogen	0.247	0.384	mg/l	IS 3025 (Part 34)	-
20.	Phosphate as PO <sub>4</sub>	1.056	1.856	mg/l	IS 3025 (Part 31)	-
21.	Copper as Cu	0.085	0.091	mg/l	IS 3025 (Part42)	1.5
22.	Iron as Fe	0.236	0.285	mg/l	IS 3025 (Part53)	50
23.	Manganese as Mn	0.316	0.274	mg/l	APHA 24th Edition	0.5
24.	Zinc as Zn	0.584	0.319	mg/l	IS 3025 (Part49)	15
25.	Dissolved Oxygen	6.2	6.0	mg/l	IS 3025 (Part 38)	4
26.	B O D 3 days 27 °C	2.6	2.8	mg/l	IS 3025 (Part 44)	3
27.	C O D	16.9	14.8	mg/l	IS 3025 (Part 58)	-

*NR - no relaxation, AG - agreeable; NA- not applicable; BDL-below detection limit; UO - Unobjectionable*

For M/s Nilawar Laboratories,


**Dinesh Bangadkar**  
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➤ Micro-biological Analysis of Soil & Water ➤ Testing of Construction Material ➤ Environment Consultants ➤ Environment Monitoring & Analysis



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(A Unit of MNEC Consultants Pvt. Ltd)

**ISO 9001:2015**  
**ISO 14001:2015**  
**ISO 45001:2018**

CIN No. U74140MH2009PTC196108

**TEST REPORT**

Test Report No	: NL/WATER/0606	Remark	: -
Customer Name & Address	: Dighori Kyanite Mine (Lease P M Golcha) M L Area – 14.33 ha Khasra No. 155, Village. Dighori, Tal. Lakhandur, Dist. Bhandara		
Sample Collected On	: Date 22/11/2024	Sample Details	: Surface Water Sample
Sample Received On	: Date 22/11/2024	Sampling Done By	: Customer
Sample Condition	: Preserved : NA	Sealed : Yes	: Acceptable : Yes
Period of Testing	: 22/11/2024 to 27/11/2024	Report Issue Date	: 28/11/2024
Sample ID. (By Lab)	: NL-0340/NOV24/WA-01 & WA-02	Sample ID. ( By Customer)	WA-01-Mine Pit 1 WA-02 - Mine Pit 2

**1. Chemical Testing**  
**III. Water**

**TEST RESULTS**

Sr. No.	Test Parameters	Results		Units	Test Method Used	Surface Water Quality Standards as Per IS 2296 (Class C)
		WA-01	WA-02			
1.	T. coliform	Absent	Absent	MPN/100 ml	IS 1622	5000
2.	E coli	Absent	Absent	MPN/100 ml	IS 1622	-

For M/s Nilawar Laboratories,


**Dinesh Bangadkar**  
(Authorized Signatory)

Note:-

1. This report should not be reproduced wholly or in part and not to be used as evidence in any court of law without written approval from Nilawar Laboratories.
2. The results listed referred to the tested samples and applicable parameters only. Results represent the sample as received.
3. Our liability is limited to the commercial value of the test/tests carried out.
4. Any discrepancy in test report should be reported within 15 days from the report issue date.
5. Subject to Nagpur jurisdiction only.

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----- **End of Report** -----



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Laboratory : At Km 16.5, Nilawar Motors Complex, Amravati Road, Waddhamna, Nagpur - 440 023. Mob. : +91-9922409055, 9552550955

- Soil Testing for all types of Foundation Designs. ➤ Chemical Analysis of Soil & Water ➤ Mechanical Analysis of Soil & Rock  
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